

**ARTICLE \_\_\_\_\_**

**AVIATION INSURANCE**

**X.1** The employer agrees to provide insurance as authorized by RCW 41.01.120 for employees required to engage in aircraft flights as a condition of their employment in the same manner and amount provided to other employees of the agency.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

## ARTICLE \_\_\_\_\_

## CLASSIFICATION

**X.1 Classification Plan Revisions**

A. The Employer will provide to the Union in writing any proposed changes to the classification plan including descriptions for newly created classifications. The parties may then meet to discuss the assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to pay ranges.

B. The Employer will allocate or reallocate positions, including newly created positions, to the appropriate classification within the classification plan in accordance with WAC 357-13-055.

**X.2 Position Review**Employee Initiated Review

An individual employee who believes that the duties of his or her position have changed, or that his or her position is improperly classified may request a review according to the following procedure:

A. The employee will complete and sign the appropriate form.

B. The employee will then send the completed form to the Agency Human Resources Office. The Agency Human Resources Office will review the completed form. A decision regarding appropriate classification will then be made by the Agency within ninety (90) days from receipt of the request.

C. In the event the employee disagrees with the reallocation decision of the Agency, he or she may appeal the Agency decision to the Director of the Department of Personnel within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The Director of the Department of Personnel will then make a written determination which will be provided to the employee.

D. The employee may appeal the determination of the Director of the Department of Personnel to the Personnel Appeals Board through December 31, 2005, and to the Washington Personnel Resources Board after December 31, 2005, within thirty (30) calendar days of being provided the written decision of the Director of Personnel. The appropriate board will render a decision which will be final and binding.

E. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with the Human Resources office.

### **X.3 Effect of Reallocation**

#### **A. Reallocation to a Class With a Higher Salary Range Maximum**

1. If an employee has performed the higher-level duties for at least six (6) months and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status.

2. If a reallocation is the result of a change in the duties of the position and the employee has not performed the higher-level duties for at least six (6) months, the Employer may promote the employee without competition as long as the employee meets the competencies and any other position requirements. The Employer must give the employee the opportunity to compete for the position. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in Article X of this Agreement applies. If the employee is appointed, he or she must serve a trial service period.

#### **B. Reallocation to a Class with an Equal Salary Range Maximum**

If an employee meets the skills and abilities requirements of the position, the employee remains in the position and retains existing appointment status. If an

employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article X of this Agreement applies. The Employer may consider providing an in-training appointment in accordance with WAC 357-19-245 and 260.

**C. Reallocation to a Class with a Lower Salary Range Maximum**

If an employee meets the skills and abilities requirements of the position and chooses to remain in the reallocated position, the employee retains existing appointment status and has the right to be placed on the employer's internal layoff list for the classifications that the employee has occupied with permanent status prior to the reallocation.

**X.4 Salary Impact of Reallocation**

An employee whose position is reallocated will have his or her salary determined as follows:

**A. Reallocation to a class with a higher salary range maximum**

Upon appointment to the higher class, the employee's base salary will be increased as follows:

Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class, which is nearest to five percent (5%) higher than the amount of the pre-promotional step.

Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class, which is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

**B. Reallocation to a class with an equal salary range maximum**

The employee retains his or her previous base salary.

1  
2 **C. Reallocation to a class with a lower salary range maximum**

3 The employee will be paid an amount equal to his or her current salary provided it is  
4 within the salary range of the new position. In those cases where the employee's  
5 current salary exceeds the maximum amount of the salary range for the new position,  
6 the employee will continue to be compensated at the salary he or she was receiving  
7 prior to the reallocation downward, until such time as the employee vacates the  
8 position or his or her salary falls within the salary range.

9  
10 **X.5** Decisions regarding appropriate classification will not be subject to the grievance and  
11 arbitration procedure specified in this Agreement.  
12  
13

14 For the Union:

For the Employer:

15  
16 \_\_\_\_\_  
17 Leslie Liddle Date  
18 Chief Negotiator

\_\_\_\_\_  
Caroline Lacey Date  
Chief Negotiator

## ARTICLE \_\_\_\_\_

## COMPENSATION

**X.1 Pay Range Assignments**

- A. Effective July 1, 2005, each classification represented by the Union will continue to be assigned to the same salary range of the "Washington State Salary Schedule for General Government and Higher Education – Effective July 1, 2001" (State Salary Schedule) as it was assigned on June 30, 2005. Effective July 1, 2005, each employee will continue to be assigned to the same range and step of the State Salary Schedule that he or she was assigned on June 30, 2005.
- B. Effective July 1, 2005, all salary ranges and steps of the State Salary Schedule will be increased by 3.2%, as shown in Compensation Appendix A, attached.
- C. Effective July 1, 2006, all salary ranges and steps of the State Salary Schedule which will become effective on July 1, 2005 will be increased by 1.6% as shown in Compensation Appendix B, attached. This State Salary Schedule will remain in effect for twelve months.
- D. Employees who are paid above the maximum for their range on the effective date of the increase described in B and C above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

**X.2 "SP" Pay Range Assignments**

- A. Effective July 1, 2005, each classification represented by the Union will continue to be assigned to the same salary range of the "SP Range Salary Schedule – Effective July 1, 2002" as it was assigned on June 30, 2005. Effective July 1, 2005, each employee will continue to be assigned to the same range and step of the "SP" Range Salary Schedule that he or she was assigned on June 30, 2005.

B. Effective July 1, 2005, all salary ranges and steps of the "SP" Range Salary Schedule will be increased by 3.2%, as shown in Compensation Appendix C, attached.

C. Effective July 1, 2006, all salary ranges and steps of the "SP" Range Salary Schedule which will become effective on July 1, 2005 will be increased by 1.6% as shown in Compensation Appendix D, attached. This "SP" Range Salary Schedule will remain in effect for twelve months.

D. Employees who are paid above the maximum for their range on the effective date of the increase described in B and C above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

**X.3 "V" Pay Range Assignments**

Salary range adjustments for teachers of the School for the Blind will receive any adjustments made to the professional salary schedule at the Vancouver School District #37 in accordance with RCW 72.40.028.

**X.4 Classification Consolidation**

Pursuant to RCW 41.06.136 (2) (b), the Employer will provide an estimated five million dollars (\$5,000,000) general fund-state to implement the initial phases of the Department of Personnel's Classification Consolidation Project.

**X.5 Salary Survey to 25% of Prevailing Rate**

Effective July 1, 2005, salaries for classifications found to be more than 25% behind prevailing rate, in accordance with the Department of Personnel's 2002 Salary Survey, will be brought to within 25% of prevailing rate as listed in Appendix G.

**X.6 Pay for Performing the Duties of a Higher Classification**

A. Employees who are temporarily assigned the full scope of duties and

responsibilities for more than thirty (30) calendar days to a higher level classification whose range is less than six (6) ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step.

- B. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher level classification whose range is six (6) or more ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

**X.7 Establishing Salaries for New Employees and New Classifications**

The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedules as described in X.1, X.2, X.3 and X.4, above.

**X.8 Periodic Increases**

Employees will receive periodic increases as follows:

- A. Employees who are hired at the minimum step of the pay range will receive a two (2) step increase to base salary following completion of six (6) months of service, and an additional two (2) step increase annually thereafter, until they reach the top of the pay range.
- B. Employees who are hired above the minimum step of the salary range will receive a two (2) step increase annually, on their hire date, until they reach the top of the pay range.
- C. Employees in classes that have pay ranges shorter than a standard range will receive their periodic increases at the same intervals as employees in classes with standard ranges in accordance with A, above.



**X.9 Salary Assignment Upon Promotion**

A. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step.

B. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

**C. Geographic Adjustments**

The appointing authority may authorize more than the step increases specified in sub-sections A and B, above, when an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work. Such an increase may not result in a salary greater than the range maximum.

**X.10 Demotion**

An employee who voluntarily demotes to another position with a lower salary range maximum will be placed in the new range at a salary equal to his or her previous base salary. If the previous base salary exceeds the new range, the employee's base salary will be set equal to the new range maximum.

**X.11 Transfer**

A transfer is defined as an employee-initiated move of an employee from a position to another position within or between agencies in the same class or a different class with the same salary range maximum. Transferred employees will retain their current base salary.

**X.12 Reassignment**

Reassignment is defined as an agency-initiated move of an employee within the agency from one position to another in the same class or a different class with the same salary range maximum. Upon reassignment, an employee retains his or her current base salary.

**X.13 Reversion**

Reversion is defined as voluntary or involuntary movement of an employee during the trial service period to the class the employee most recently held permanent status in, to a class in the same or lower salary range, or separation placement onto the employer's internal layoff list. Upon reversion, the base salary the employee was receiving prior to promotion will be reinstated.

**X.14 Elevation**

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be determined in the same manner that is provided for promotion, X.10, above.

**X.15 Part-Time Employment**

Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment. In the alternative, part-time employees may be paid the appropriate hourly rate for all hours worked.

**X.16 Callback****A. Work Preceding or Following a Scheduled Work Shift**

Overtime-eligible shift employees will be notified prior to their scheduled quitting time either to return to work after departing the worksite or to change the starting time of their next scheduled work shift.

1. Lack of such notice for such work will be considered callback and will result in a penalty of three (3) hours of pay at the basic salary in addition to all other compensation due. This penalty will apply to each call.
2. The Employer may cancel a callback notification to work extra hours at any time but cancellation will not waive the penalty cited in this Subsection.
3. These provisions will not apply to the mid-shift interval in a split shift and an employee called back while in standby status.

**B. Work on Scheduled Days Off or Holidays**

The Employer may assign employees to work on a day off or holiday. Overtime eligible employees will be notified of such assignments at least prior to the employees' normal quitting times on their second workday preceding the day off or holiday (except Sunday when it is within the assigned work shift).

1. If the Employer does not give such notice, affected employees will receive a penalty payment of three (3) hours pay at the basic salary in addition to all other compensation due them.
2. The Employer may cancel work assigned on a day off or holiday. However, if the Employer does not notify affected employees of such cancellation at least prior to their normal quitting times on their second work day preceding the day off or holiday work assignment, affected employees will receive a penalty payment of three (3) hours pay at the basic salary.

These provisions will apply to employees on paid leave status.

**X.17 Shift Premium**

- A. For purposes of this Section, the following definitions apply:

1 1. Evening shift is a work shift of eight (8) or more hours which ends at or after  
2 10:00 p.m.

3 2. Night shift is a work shift of eight (8) or more hours which begins by 3:00 a.m.

4  
5 B. A basic shift premium of \$0.50 per hour will be paid to full-time employees under  
6 the following circumstances:

7 1. Regularly scheduled evening and night shift employees are entitled to shift  
8 premium for all hours worked.

9  
10 2. Regularly scheduled day shift employees are not entitled to shift premium  
11 unless:

12  
13 a. The employee's regular or temporary scheduled work shift includes hours  
14 after 6:00 p.m. and before 6:00 a.m. where no overtime, schedule change  
15 pay, or callback compensation is received. Shift premium is paid only for  
16 those hours actually worked after 6:00 p.m. and before 6:00 a.m.

17  
18 b. The employee is temporarily assigned a full evening or night shift where  
19 no overtime, schedule change pay, or callback compensation is received.  
20 Shift premium is paid only for all evening or night shift hours worked in  
21 this circumstance.

22  
23 3. Employees regularly scheduled to work at least one (1), but not all, evening  
24 and/or night shifts are entitled to shift premium for those shifts. Additionally,  
25 these employees are entitled to shift premium for all hours adjoining that  
26 evening or night shift which are worked.

27  
28 C. Part-time and on-call employees will be entitled to basic shift premium under the  
29 following circumstances:  
30

1           1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.

2  
3           2. For assigned full evening or night shifts, as defined in Sub section B.2, above.

4  
5           D. In cases where shift premium hours are regularly scheduled over a year, agencies  
6           may pay shift premium at a monthly rate which is equal for all months of the year.  
7           Monthly rates will be calculated by dividing twelve into the amount of shift  
8           premium an employee would earn in a year if the hourly rules in Subsection B.2  
9           were applied.

10  
11          E. When an employee is compensated for working overtime during hours for which  
12          shift premium is authorized in this Section, the overtime rate shall be calculated  
13          using the “regular rate.”

14  
15          F. Employees eligible for shift premium for their regularly scheduled shifts will  
16          receive the same proportion of shift premium for respective periods of authorized  
17          paid leave and for holidays not worked which fall within their regularly scheduled  
18          shift.

19  
20   **X.18 Split Shift**

21          When an employee’s assigned work shift is split with a minimum of four (4) intervening  
22          hours not worked, the employee will receive the premium rate set in the shift premium  
23          rate designated in X.17 B. The provisions of X.17 D, E and F will apply to employees  
24          working split shifts.

25  
26   **X.19 Standby**

27          A. An overtime eligible employee is in standby status while waiting to be engaged to  
28          work by the Employer and both of the following conditions exist:

- 1           1. The employee is required to be present at a specified location or is  
2           immediately available to be contacted. The location may be the employee's  
3           home or other specific location, but not a work site away from home. When  
4           the standby location is the employee's home, and the home is on the same  
5           state property where the employee works, the home is not considered a work  
6           site.
- 7           2. The agency requires the employee to be prepared to report immediately for  
8           work if the need arises, although the need might not arise.

9           B. Standby status will not be concurrent with work time.

10          C. When the nature of a work assignment confines an employee during off duty  
11          hours and that confinement is a normal condition of work in the employee's  
12          position, standby compensation is not required merely because the employee is  
13          confined.

14  
15          D. Employees on standby status will be compensated at a rate of seven percent (7%)  
16          of their hourly base salary for time spent in standby status.

17  
18   **X.20 Relocation Compensation**

19          A. The Employer may authorize lump sum relocation compensation, within existing  
20          budgetary resources, under the following conditions:

- 21           1. When it is reasonably necessary that a person make a domiciliary move in  
22           accepting a reassignment or appointment; or
- 23  
24           2. It is necessary to successfully recruit or retain a qualified candidate or  
25           employee who will have to make a domiciliary move in order to accept the  
26           position.

1 B. If the employee receiving the relocation payment terminates or causes termination  
2 of his or her employment with the state within one year of the date of employment,  
3 the state will be entitled to reimbursement for the moving costs which have been  
4 paid and may withhold such sum as necessary from any amounts due the employee.  
5 Termination as a result of layoff, or disability separation will not require the  
6 employee to repay the relocation compensation.

7  
8 **X.22 Salary Overpayment Recovery**

9 A. When an agency has determined that an employee has been overpaid wages, the  
10 agency will provide written notice to the employee which will include the  
11 following items:

- 12 1. The amount of the over payment  
13 2. The basis for the claim  
14 3. The rights of the employee under the terms of this Agreement.

15  
16 B. Method of Payback

17 The employee has the following options for paying back the overpayment:

- 18 1. Voluntary wage deduction  
19 2. Cash  
20 3. Check

21  
22 The employee will have the option to repay the overpayment over a period of time  
23 equal to the number of pay periods during which the overpayment was made  
24 unless a longer period is agreed to by the employee and the agency.

25  
26 C. Appeal Rights

27 Any dispute concerning the occurrence or amount of the overpayment will be  
28 resolved through the Grievance Procedure, Article X, of this Agreement.  
29  
30  
31

**X.23 Assignment Pay Provisions**

Assignment pay is a premium added to base salary and is intended to be used only as long as the skills, duties, or circumstances it is based on are in effect.

A. The Employer may grant assignment pay to a position to recognize specialized skill, assigned duties, and/or unique circumstances that exceed the ordinary.

The Employer determines which positions qualify for the premium.

B. Classes approved for assignment pay have the letters "AP" appearing after their class title in the compensation plan.

**X.24 Dependent Care Salary Reduction Plan**

The Employer agrees to maintain the current dependent care salary reduction plan that allows eligible employees, covered by this Agreement, the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by Federal tax law or regulation.

**X.25 Pretax Health Care Premiums**

The Employer agrees to provide eligible employees with the option to pay for the employee portion of health premiums on a pretax basis as permitted by Federal tax law or regulation.

**X.26 Medical/Dental Expense Account**

Effective January 2006, the Employer agrees to allow insurance eligible employees, covered by the Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses, if employees have such costs, or expenses for services not covered by health or dental insurance on a pretax basis as permitted by Federal tax law or regulation.

A. Employees whose regular work schedule entitles them to shift premium will be paid shift premium while on extended duty assignment.



**X. 27 Fire Duty Compensation – Department of Natural Resources**

**A. Compensation for typical fire suppression duties:**

Department of Natural Resources (DNR) employees performing fire suppression duties or other emergency duties when they are working under the incident command system will be compensated as follows:

1. While performing emergency work under the incident command system an employee's work is not exempt from the Fair Labor Standards Act. Emergency work performed under the incident command system will be compensated in compliance with federal law and the terms of this Article.
2. Employees who are dispatched to emergency response duty under the incident command system shall be on a contingency schedule consisting of the first eight (8) hours worked on a workday (ten (10) hours for an employee with a 4-10 schedule). Upon return to normal duties following release from emergency response duty, employees shall resume their non-contingency normal schedule.
3. Employees required to "stand down" when arriving at a fire site before the end of their non-contingency normal schedule work shift shall be retained in pay status through the remaining hours corresponding to their non-contingency normal schedule work shift.

If due to fatigue or work scheduling in a fire suppression situation, an employee is not permitted to work a regular work schedule on a work day, the employee will be retained in a non-leave pay status until the employee has earned that work day the equivalent of eight (8) hours at the straight time rate (or the equivalent of 10 hours at the straight time rate for an employee on a 4-10 schedule).

4. While on emergency response duty, employees who are receiving overtime compensation and who continue working at the end of one workday into the next workday shall receive overtime compensation for all subsequent work performed until released from duty for a period of at least five (5) consecutive hours.

5. Rest periods of less than five (5) consecutive hours while on emergency response duty shall be paid as directed rest at the appropriate rate. Rest periods include stand-down.

**B. Compensation When Deployed to a Spike Camp:**

When deployed to a spike camp, employees will be considered on 24-hour duty. Pursuant to the Fair Labor Standards Act (FLSA), bona fide meal periods and a bona fide scheduled sleeping period of up to eight (8) hours are excluded from paid time, provided adequate sleeping facilities are furnished and the uninterrupted sleep period is at least five (5) hours.

When an employee is deployed by incident command staff to a spike camp, the spike camp is a closed satellite camp with limited and variable support facilities, but provides, at a minimum, hot meals and adequate sleeping facilities.

**C. Compensation for Coyote Status:**

When deployed to coyote status, employees will be considered in 24-hour pay status and paid accordingly without excluding bona fide meal periods or sleep periods. An employee is in coyote status when deployed by incident command staff and required to remain in remote and primitive conditions near the fire line and cannot return to any base or spike camp at the end of the work shift.

**D. Callback Penalty Compensation**

1. The following callback penalty compensation is in lieu of callback in Section X.16.

2. For employees with an appointment to a position for which prior to July 1, 2005 callback penalty was paid when the employees began to perform emergency response duty under the incident command system after their scheduled quitting time on a scheduled work day, a single callback penalty payment equivalent to three (3) hours of straight time pay will be paid if the employees begin to perform emergency work after their scheduled quitting time on a scheduled work day. This provision applies separately to each emergency incident unless responding to more than one incident from the same camp.

3. For employees with an appointment to a position for which prior to July 1, 2005 callback penalty was paid when the employees were dispatched to emergency response duty under the incident command system on a scheduled day off, a callback penalty payment equivalent to three (3) hours of straight time pay will be paid for the first scheduled day off on which they perform emergency work after dispatch to an incident. Thereafter, a callback penalty payment equivalent to one (1) hour of straight time pay will be paid for each subsequent scheduled day off on which they perform emergency work on the same incident. This provision applies separately to each emergency incident unless responding to more than one incident from the same camp.

E. Article X, "Wild Fire Suppression and Other Emergency Duties", sets forth additional provisions pertaining to fire duty.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

**ARTICLE \_\_\_\_\_**

**DISCIPLINE**

- X.1 The employer will not discipline any permanent employee without just cause.
- X.2 Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such.
- X.3 When disciplining an employee, the Employer will make a reasonable effort to protect the privacy of the employee.
- X.4 All agency policies regarding investigatory procedures related to alleged staff misconduct are superseded. The Employer has the authority to determine the method of conducting investigations.
- X.5 Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. An employee may also have a union representative at a pre-disciplinary meeting. Pre-disciplinary meetings will be offered prior to imposing reductions in pay, suspensions, demotions and discharges. Employees seeking representation are responsible for contacting their representative.
- X.6 Prior to imposing discipline other than reprimands, the Employer will inform the employee in writing of the reasons for contemplating discipline and an explanation of the evidence. The Employer will provide the Union with a copy. The employee will be provided an opportunity to respond either at a meeting scheduled by the Employer, or in writing if the employee prefers. A pre-disciplinary meeting with the Employer will be considered time worked.

X.7 The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article X. Oral and written reprimands, however, may be processed only through the agency head step of the grievance procedure.

X.8 Removal of Documents

A. Written reprimands will be removed from an employee's personnel file after three (3) years if:

1. Circumstances do not warrant a longer retention period; and
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal.

B. Records of disciplinary actions involving reductions-in-pay, suspensions, or demotions, and written reprimands not removed after three (3) years will be removed after six (6) years if:

1. Circumstances do not warrant a longer retention period; and
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal.

C. Nothing in this section will prevent the Employer from agreeing to an earlier removal date, unless to do so would violate RCW 41.06.450.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

## ARTICLE \_\_\_\_\_

**DRUG AND ALCOHOL FREE WORKPLACE**

X.1 All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs.

X.2 **Possession of Alcohol and Illegal Drugs**

A. Employees may not use or possess alcohol in state vehicles, on agency premises, or other governmental or private worksites where employees are assigned to conduct official state business except when:

1. The premises are considered residences;
2. The premises or state vehicles are used for the transportation, purchase, distribution and sale of alcohol pursuant to state law; or
3. The use or possession is required pursuant to a lawful investigation.

B. The unlawful use, possession, delivery, dispensation, distribution, manufacture or sale of drugs in state vehicles, on agency premises, or on official business is prohibited.

X.3 **Prescription Medications**

Employees are responsible for consulting their physician as to any limitations on their ability to perform the duties of their position as a result of taking physician-prescribed drugs. Employees shall report any such limitations to their supervisor or other designated official before resuming their work duties.

X.4 **Drug and Alcohol Testing – Safety Sensitive Functions**

A. Employees required to have a Commercial Driver's License (CDL) or to be licensed by the United States Coast Guard, are subject to pre-employment, post-

1 accident, random and reasonable suspicion testing in accordance with the U.S.  
2 Department of Transportation rules, Coast Guard Regulations (46 CFR Part 16)  
3 or the Federal Omnibus Transportation Employee Testing Act of 1991. The  
4 testing shall be conducted in accordance with current agency policy.  
5

6 B. In addition, employees who perform safety-sensitive functions are subject to pre-  
7 employment, post-accident, post-firearm shooting incidents, and reasonable  
8 suspicion testing. The testing shall be conducted in accordance with agency  
9 policy.  
10

11 C. Safety-sensitive is defined as those positions where an employee is issued a  
12 firearm, works with incarcerated minors or offenders, required to operate state-  
13 owned motorized equipment, dispenses medication or transports clients, students,  
14 citizens, patients, residents or offenders.  
15

16 **X.5 Reasonable Suspicion Testing**

17 Reasonable suspicion testing for alcohol or controlled substances may be directed by the  
18 Employer for any employee performing safety sensitive functions or any employee of the  
19 WSP when there is reason to suspect that alcohol or controlled substance usage may be  
20 adversely affecting the employee's job performance or that the employee may present a  
21 danger to the physical safety of the employee or another. Specific objective grounds  
22 must be stated in writing that support the reasonable suspicion.  
23

24 **X.6 Referral and Testing**

25  
26 Referral – Referral for testing will be made on the basis of specific objective grounds  
27 documented by a supervisor who has attended the training on detecting the  
28 signs/symptoms of being affected by controlled substances/alcohol and verified by  
29 another trained supervisor or manager.  
30

31 Testing – A refusal to test is considered the same as a positive test. When an employee is  
32 referred for testing, he or she will be removed immediately from duty and transported to

1 the collection site. The cost of testing, including the employee's salary will be paid by  
2 the Employer.

3  
4 Testing will be conducted in such a way to ensure maximum accuracy and reliability by  
5 using the techniques, chain of custody procedures, equipment and laboratory facilities,  
6 which have been approved by the U.S. Department of Health and Human Services. All  
7 employees notified of a positive controlled substance or alcohol test result may request an  
8 independent test of their split sample at the employee's expense. If the test result is  
9 negative, the Employer will reimburse the employee for the cost of the split sample test.

10  
11 **X.7 Discipline**

12 An employee who is found to be impaired on the job due to the use of controlled  
13 substances or alcohol may be subject to disciplinary action in accordance with existing  
14 laws and regulations, but the results of such drug or alcohol test shall provide no  
15 independent basis for disciplinary action. The agency may use the results of a drug or  
16 alcohol test to require an employee to successfully complete a rehabilitation plan. The  
17 rehabilitation plan terms may require the employee to pass all subsequent drug or alcohol  
18 tests. In this situation, the results of a subsequent drug or alcohol test may be the basis  
19 for disciplinary action.

20  
21 In the event an employee is found to have used controlled substances or alcohol, the  
22 agency shall inform the employee of available assistance through the employee advisory  
23 service or other similar program.

24  
25 **X.8 Training**

26 Training will be made available to all managers and supervisors. The training will  
27 include:

- 28  
29 A. The elements of the Employers Drug and Alcohol Free Workplace Program;  
30  
31 B. The effects of drugs and alcohol in the workplace;  
32  
33 C. Behavioral symptoms of being affected by controlled substances and/or alcohol; and



D. Rehabilitation services available.

E. Medical confidentiality and HIPPA regulations regarding prescription and over-the counter medications.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

**ARTICLE \_\_\_\_\_**

**DURATION**

X.1 All provisions of this Agreement will become effective July 1, 2005, and will remain in full force and effect through June 30, 2007.

X.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2006 and no later than February 28, 2006. Negotiations will begin at a time agreed upon by the parties.

For The Union:

For The Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

## ARTICLE \_\_\_\_\_

## EMPLOYEE ACTIVITY AND PRIVACY

- X.1** The Employer will take all reasonable efforts to maintain the confidentiality of personal information about an employee. Confidential information obtained by the employer about an employee must not be improperly divulged.
- X.2** The Employer will not release confidential personal and/or contact information in any files maintained for employees to third parties, to the extent that disclosure would violate an employee's right to privacy, unless disclosure is at the request of the Employee or compelled by law or court order.
- X.3** The Employer will promptly notify an employee when the employer receives a request by a third party, other than law enforcement or court order, to release confidential, personal information about an employee or the employer proposes to release such information on its own initiative. Notice will be provided to the employee sufficiently in advance of the release of any such information so that, if necessary, the employee may reasonably contest the release of the information.
- X.4 Healthcare Information.**
- The Employer will not require Employees to provide information about the health or medical condition of the employee or the employee's family unless such information is specifically and directly related to the performance of duties within the scope of employment, fitness to hold the employee's position or the providing of benefits requested by the employee. Health and medical information obtained by the employer will be maintained in a separate, confidential file and access to this information by the employer's personnel will be limited to those persons with a legitimate business or legal need to know. Employees will not be requested to sign a general or unlimited waiver of medical confidentiality.

**X.5** Employees may make *de minimis* personal use of the employer's telephones, computers, e-mail system, and facilities in a manner consistent with WAC 292.110.010. De minimis is defined as: there is little or no cost to the state; any use is brief in duration, and is infrequent and is the most effective use of time or resources; the use does not interfere with the performance of the officer's or employee's official duties; the use does not disrupt or distract from the conduct of state business due to volume or frequency; the use does not disrupt other state employees and does not obligate them to make a personal use of state resources; and the use does not compromise the security or integrity of state property, information, or software.

**X.6** Employees may make and receive telephone calls on their personal cell phones, provided this activity does not unreasonably interfere with the performance of the employee or the agency.

**X.7** Employees generally will not be subjected to video monitoring in the workplace without notice by the employer. Where the employer has reasonable grounds to believe that an employee is engaging in misconduct, the employer may use video monitoring without prior notice as part of a specific investigation, provided:

A. The employer prepares a written investigation plan describing the reason, duration and scope of the investigation; and

B. The video monitoring is narrowly tailored to meet the purpose of the investigation.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey Date  
Chief Negotiator

**ARTICLE \_\_\_\_\_**

**ENTIRE AGREEMENT**

X.1 This Agreement constitutes the entire agreement and any past practice or agreement between the parties, whether written or oral, is null and void, unless specifically preserved in this Agreement.

X.2 With regard to WACs 251 and 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.

X.3 This Agreement supersedes specific provisions of institution policies with which it conflicts.

X.4 During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, EXCEPT if the Employer intends to make a change in a mandatory subject of bargaining that is not addressed in this Agreement, the Employer will notify the Union and, if requested, engage in collective bargaining.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey Date  
Chief Negotiator

## ARTICLE \_\_\_\_\_

## FAMILY AND MEDICAL LEAVE

X.1 A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA), an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of FMLA leave in a twelve (12) month period for any combination of the following:

1. Parental leave for the birth and to care for a newborn child or placement for adoption or foster care of a child and to care for that child; or
2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work; or
3. Family medical leave to care for a spouse, son, daughter, or parent who suffers from a serious health condition that requires on-site care of supervision by the employee.

B. Entitlement to FMLA leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.

C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, exchange time, personal holidays, compensatory time off, or shared leave.

X.2 The twelve (12) week FMLA leave entitlement is available to the employee, provided that eligibility requirements listed in Section X.1 are met. The FMLA leave entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins FMLA leave. Each time an employee takes FMLA leave during the

twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.

X.3 The Employer will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by FMLA. The employee will be required to pay his or her share of health care premiums.

X.4 The Employer has the authority to designate absences that meet the criteria of the FMLA. The use of any paid or unpaid leave for an FMLA-qualifying event will run concurrently with, not in addition to, the use of the FMLA for that event. Employees will be required to exhaust all paid leave excluding compensatory time prior to using any leave without pay, except for FMLA leave for a work-related injury or illness. Leave for a work-related injury, covered by workers' compensation or assault benefits, will also run concurrently with the FMLA.

X.5 A. Parental leave shall be granted to the employee for the purpose of bonding with his or her natural newborn, adoptive or foster child. Parental leave may extend up to six months, including time covered by the FMLA, during the first year after the child's birth or placement. Leave beyond the period covered by the FMLA may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at Step X of the grievance procedure in Article X.

B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave for pregnancy disability or other qualifying events, personal holiday, compensatory time, or leave without pay.

X.6 Serious health condition leave consistent with the requirements of the FMLA shall be granted to an employee in order to care for a spouse, son, daughter, or parent who suffers from a serious medical condition that requires on-site care or supervision by the employee. Personal medical leave consistent with the requirements of the FMLA shall be granted to an employee for his or her own serious health condition that requires the employee's absence from work. The Employer may require that such personal medical

1 leave or serious health condition leave be supported by certification from the employee's  
2 or family member's health care provider.

3  
4 X.7 Personal medical leave or serious health condition leave covered by the FMLA may be  
5 taken intermittently when certified as medically necessary.

6  
7 X.8 Upon returning to work after the employee's own FMLA-qualifying illness, the employee  
8 will be required to provide a fitness for duty certificate from a health care provider.

9  
10 X.9 If the need is foreseeable, the employee shall provide the Employer with not less than  
11 thirty (30) days' notice before the FMLA leave is to begin. If the need for the leave is  
12 unforeseeable thirty (30) days in advance, then the employee shall provide such notice  
13 when feasible.

14  
15 X.10 Following an absence granted for the situations in X.1.A of this article, the employee  
16 shall return to the same or equivalent position held prior to the absence as set forth in  
17 RCW 49.78.070.

18  
19  
20 For the Union:

For the Employer:

21  
22  
23  
24 \_\_\_\_\_  
25 Leslie Little Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey Date  
Chief Negotiator



**ARTICLE \_\_\_\_\_**

**FITNESS FOR DUTY/REASONABLE ACCOMMODATION/DISABILITY SEPARATION**

X.1 The employer will follow state and federal laws and the Washington Administrative Code with regard to reasonable accommodation and disability separation.

For the Employer:

For the Union:

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

## ARTICLE \_\_\_\_\_

## GRIEVANCE PROCEDURE

## X.1 Terms and Requirements

The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for problem resolution. -

## A. Grievance Definition

A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this Agreement. The term "grievant" as used in this Article includes the term "grievants."

## B. Filing a Grievance

Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. If the Union does so, it will set forth the name of the employee or the names of the group of employees.

## C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing. Transmittal of grievances, appeals, and responses may be filed by fax or email.

The original document filed electronically shall be mailed to the recipient on the same day the electronic copy is transmitted. In any case, filing by personal delivery to the recipient is acceptable.

**D. Failure to Meet Timelines**

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

**E. Contents**

The written grievance must include the following information or it will not be processed:

1. The nature of the grievance;
2. The facts upon which it is based;
3. The specific article and section of the Agreement violated;
4. The specific remedy requested; and
5. The name of the grievant(s) and;
6. The name and signature of the Union representative.

**F. Modifications**

No newly alleged violations may be made after the initial written grievance is filed, except by written mutual agreement.

**G. Resolution**

If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

**H. Withdrawal**

A grievance may be withdrawn at any time.

**I. Resubmission**

If resolved or withdrawn, a grievance cannot be resubmitted.

1 J. Pay

2 Job Representatives will be provided a reasonable amount of time during their normal  
3 working hours to investigate and process grievances through the agency head level.

4 Grievants and job representatives will not lose pay for attending scheduled: (1)  
5 informal dispute resolution meetings; (2) grievance meetings; (3) alternative dispute  
6 resolution sessions; (4) and arbitration hearings held during their scheduled work  
7 time. Grievants will not be paid for informal dispute resolution meetings, grievance  
8 meetings, alternative dispute resolution sessions, and arbitration hearings held during  
9 their off-duty time.

10  
11 K. Group Grievances

12 No more than five (5) grievants will be permitted to attend a single grievance  
13 meeting.

14  
15 L. Consolidation

16 The Employer may consolidate grievances arising out of the same set of facts.

17  
18 M. Bypass

19 Any of the steps in this procedure may be bypassed with mutual written consent of  
20 the parties involved at the time the bypass is sought.

21  
22 N. Discipline

23 Disciplinary grievances will be initiated at the level at which the disputed action was  
24 taken.

25  
26 O. Grievance Files

27 Written grievance and responses will be maintained separately from the personnel  
28 files of the employees.

29  
30 P. Alternative Resolution Methods

31 Any time during the grievance process, by mutual consent, the parties may use  
32 alternative methods to resolve the dispute. If the parties agree to use alternative  
33 methods, the time frames in this Article are suspended. If the selected alternative

method does not result in a resolution, the Union may return to the grievance process and the time frames resume.

## X.2 Filing and Processing

### A. Filing

A grievance must be filed within thirty (30) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence. This thirty (30) day period will be used to attempt to informally resolve the dispute.

### B. Processing

Step 1. If the issue is not resolved informally, the Union may present a written grievance to the supervisor or designee with a copy to the Human Resources Office, within the thirty (30) day period described above. The responsible supervisor, manager or designee will meet or confer by telephone with a union representative and the grievant within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting or conference.

Step 2. If the grievance is not resolved at Step 1, the Union may move it to the next step by filing it with the appointing authority, with a copy to the Human Resources Office, within fifteen (15) days of the grievant's receipt of the Step 1 decision. The appointing authority or designee will meet or confer by telephone with a union representative and the grievant within fifteen (15) days of receipt of the appeal and will respond in writing to the Union within fifteen (15) days after the meeting or conference.

Step 3. If the grievance is not resolved at Step 2, the Union may move it to the next step by filing it with the agency head, with a copy to the Human Resources Office, within fifteen (15) days of the Union's receipt of the Step 2 decision. The agency head or designee will meet or confer by telephone with a union representative and the grievant within fifteen (15) days of receipt of the appeal,

and will respond in writing to the Union within fifteen (15) days after the meeting or conference.

Step 4. If the grievance is not resolved at Step 3, the Union may file a demand for arbitration (with a copy of the grievance and all responses attached). It will be filed with the Director of the OFM Labor Relations Office (OFM/LRO) and the agency head/designee within fifteen (15) days of receipt of the Step 3 decision. Within fifteen (15) days of the receipt of the arbitration demand, the OFM/LRO will:

1. Schedule a pre-arbitration review meeting with the OFM/LRO Director or designee, the agency's Human Resource Office representative, and the Union's representative to review and attempt to settle the dispute. If the matter is not resolved in this pre-arbitration review, within 15 days of the meeting, the Union may file a demand to arbitrate the dispute with the American Arbitration Association (AAA).

**C. Selecting an Arbitrator**

The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing.

**D. Authority of the Arbitrator**

1. The arbitrator will:
  - a. Have no authority to add to, subtract from, or modify any of the provisions of this Agreement;
  - b. Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
  - c. Not make any decision that would result in the violation of this Agreement;

d. Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement;

e. Not have the authority to order the Employer to modify his or her staffing levels or to direct staff to work overtime.

2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

#### E. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room will be shared equally by the parties.

2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.

3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator, free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.

4. Each party is responsible for the costs of its attorneys, staff representatives, and all other costs related to the development and presentation of their case. When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case,

the employee may appear without loss of pay if he/she appears during his/her work time. Such subpoenaed witnesses will appear for only the time necessary to participate in the arbitration as required by the parties. Every effort shall be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the job representative. Grievants and their witnesses will not be paid for preparation for arbitration hearings, but may use leave for such activities.

**X.3 Election of Remedies**

Arbitrating a claim under this Article constitutes a waiver of the right to pursue the same claim before the Equal Employment Opportunity Commission, the Human Rights Commission, or in a judicial or other forum. Pursuit of a claim before the Equal Employment Opportunity Commission, the Human Rights Commission, or in a judicial or other forum constitutes a waiver of the right to pursue the claim through arbitration under this Article.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator



**ARTICLE \_\_\_\_\_**

**HIRING AND APPOINTMENTS**

**X.1 Permanent Status**

An employee will attain permanent status in a job classification upon his or her successful completion of a probationary, trial service or transition review period.

**X.2 Types of Appointment**

**A. Non-Permanent**

1. Non permanent appointments will be in accordance with WAC 357-19-360 through 430.

**B. In-Training Appointment**

1. In-training employment will be in accordance with WAC 357-19-235 through 285.

**C. Project Employment**

1. The Employer may appoint employees into project positions which are classified positions established for purpose of a defined project for which the employer expects the work to be of a time-limited nature with an expected end date. Upon appointment, the Employer will notify the employees, in writing, of the expected ending date of the project employment.
2. Employees who have entered into project employment without previously attaining permanent status will serve a probationary period. Employees will gain permanent project status upon successful completion of their probationary period.

Employees with permanent project status will serve a trial service period when they:

- a. promote to another job classification within the project; or

- b. transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status.

3. The Employer may consider project employees with permanent project status for transfer, voluntary demotion, or promotion to non-project positions. Employees may, as required by the Employer, serve a trial service period upon transfer, voluntary demotion, or promotion to a non-project position in a job classification that the employees have not previously attained permanent status in.
4. Return rights of a permanent employee who accepts an appointment to a project position will be in accordance with WAC 357-19-340.

**D. Seasonal Career Employment**

1. The Employer may make seasonal career appointments that are cyclical in nature, recur at the same agency at approximately the same time each year, and last for a minimum of five (5) months but are less than twelve (12) months in duration during any consecutive twelve (12) month period.
2. Upon completion of a probationary period (in accordance with Section X.3 A), employees in seasonal career employment shall assume the rights of employees with permanent status.

**X. 3. Review Periods**

**A. Probationary Period**

1. Every part-time and full-time employee, following his or her initial appointment to a permanent position, will serve a probationary period of six (6) consecutive months; except that any class for which the probationary period was twelve (12) months on July 1, 2005, will continue to have a twelve (12) month probationary period. Employers may extend the probationary or trial service period for an individual employee as long as the extension does not cause the total period to

1 exceed twelve (12) months on a case by case basis. The employer agrees to notify  
2 the Union when it intends to extend the probationary or trial service of an  
3 employee beyond six (6) months.

4  
5 2. The Employer may separate a probationary employee at any time during the  
6 probationary period, and such separation will not be subject to the grievance  
7 procedure in Article X.

8  
9 3. The Employer will extend an employee's probationary period, on a day-for-a-day  
10 basis, for any day(s) that the employee is on leave without pay or shared leave,  
11 except for leave taken for military service.

12  
13 4. An employee who transfers or is promoted prior to completing his or her initial  
14 probationary period will serve a new probationary period. The length of the new  
15 probationary period will be as in X.3 A (1), unless adjusted by the appointing  
16 authority for time already served in probationary status. In no case, however, will  
17 the total probationary period be less than six (6) consecutive months.

18  
19 5. If the Employer converts the status of a non-permanent appointment to a  
20 permanent appointment, the incumbent employee will serve a probationary  
21 period. However, the Employer may credit time worked in the non-permanent  
22 appointment toward completion of the six (6) month probationary period as  
23 defined in X.3 A (1).

24  
25 **B. Trial Service Period**

26  
27 1. Except for those employees in an in-training appointment, all other employees  
28 with permanent status who are promoted, or who voluntarily accept a transfer or  
29 demotion into a job classification for which they have not previously attained  
30 permanent status, will serve a trial service period of six (6) consecutive months.  
31 Employer agrees to comply with the probationary or trial service period that  
32 Department of Personnel has designated for each classification. Employers may  
33 extend the probationary or trial service period for an individual employee as long

as the extension does not cause the total period to exceed twelve (12) months on a case by case basis. The employer agrees to notify the Union when it intends to extend the probationary or trial service of an employee beyond six (6) months.

2. Any employee serving a trial service period will have his or her trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.

3. With prior written notice by the Employer, all employees failing a trial service period may be offered an opportunity to revert to a position in the same agency, that is:

a. Vacant or filled by a non-permanent employee and is within the trial service employee's previously held job classification; or

b. Vacant or filled by a non-permanent employee at or below the employee's previous salary range.

In either case, the employee being reverted must have the skills and abilities required for the vacant position.

4. Any employee failing a trial service period who has no reversion options may request that his or her name be placed on the agency's internal layoff list and into the General Government Transition Pool Program for positions in job classifications where he or she had previously attained permanent status.

5. The reversion of employees who are unsuccessful during their trial service period is not subject to the grievance procedure in Article X.

**X.5 Return-to-Work Initiative Program**

Benefits under this program will be applied in accordance with WAC 357-19-505 through 535.

## Page 5 of 5

For the Employer:

Caroline Lacey  
Chief Negotiator

ARTICLE \_\_\_\_\_

HOLIDAYS

**X.1 Holidays**

A. The following days are legal holidays as designated by statute:

1. The first day of January (New Year's Day);
2. The third Monday of January (Martin Luther King, Jr.'s birthday);
3. The third Monday of February (Presidents' Day);
4. The last Monday of May (Memorial Day);
5. The fourth day of July (Independence Day);
6. The first Monday in September (Labor Day);
7. The eleventh day of November (Veterans Day);
8. The fourth Thursday of November (Thanksgiving Day);
9. The day immediately following Thanksgiving Day;
10. The twenty-fifth day of December (Christmas Day);
11. Personal Holiday as provided in Section 2 below.

**X.2 Holiday Rules**

The following rules apply to the holidays listed:

A. Employees will be paid at a straight time rate even though they do not work.

B. If an employee works on a holiday, he or she will be paid for the actual hours worked at the straight time rate plus the overtime rate, as outlined in Article X, Overtime.

1 C. For full-time employees on a Monday through Friday work schedule:

- 2  
3 1. Whenever any holiday falls on a Saturday, the preceding Friday shall  
4 be the holiday. Whenever any holiday falls on a Sunday, the following  
5 Monday shall be the holiday.  
6

7 D. For full-time employees not on a Monday through Friday work schedule:

- 8  
9 1. When a holiday falls on the employee's scheduled work day, that day  
10 will be considered the holiday.  
11  
12 2. When a holiday falls on an employee's regularly scheduled day off, the  
13 agency will decide whether it will be observed on the employee's work  
14 day before or after the holiday.  
15

16 E. For employees working a night shift schedule which begins on one calendar  
17 day and ends on the next, the holiday shall be determined by the agency to  
18 commence either at the start of the scheduled night shift that begins on the  
19 calendar holiday, or at the start of the shift that precedes the calendar holiday.

20 The decision will be the same for all employees in a facility unless there is  
21 agreement to do otherwise between the agency and one or more affected  
22 employees, or with the Union, which will constitute agreement of the  
23 employees.  
24

25  
26 F. Part-time employees who were employed before and after the holiday and for  
27 a period of at least twelve (12) calendar days during the month (not including  
28 the holiday) will be compensated in cash for the holiday in an amount  
29 proportionate to the time in pay status during the month to that required for  
30 full-time employment.

G. A full-time employee who would otherwise be entitled to a holiday but is on leave without pay will receive compensation for the holiday provided he or she has been in pay status for eighty (80) non-overtime or non-standby hours during the month, not counting the holiday. Compensation for holidays for other than full-time employees during leave without pay will be proportionate to the time in pay status required for full-time employment. The employee must be employed before and after the holiday and for a period of at least twelve (12) calendar days during the month in addition to the holiday.

### **X.3 Personal Holiday**

A. Each employee may select one (1) personal holiday each calendar year, under the following conditions:

1. The employee has been continuously employed for more than four months.
2. The employee has given not less than fourteen (14) calendar days notice to the supervisor; provided, however, the employee and the supervisor may agree upon an earlier date; and
3. The number of employees selecting a particular day off allows an agency to continue its work efficiently and not incur overtime.

B. Entitlement to the holidays will not lapse when denied under (1) (c) above.

C. Full-time alternate work schedule employees shall receive regular pay for each personal holiday.



1 D. Part-time employees shall be entitled to the number of paid hours on a  
2 personal holiday that their monthly schedule bears to a full time schedule.

3  
4 E. Part or all of a personal holiday may be donated to another employee for  
5 shared leave. That portion of a personal holiday that is accrued, donated as  
6 shared leave, and then returned during the same calendar year to the donating  
7 employee, may be taken by the donating employee.

8  
9 For the Union:

For the Employer:

10  
11  
12 \_\_\_\_\_  
13 Leslie Liddle Date  
14 Chief Negotiator

\_\_\_\_\_  
Caroline Lacey Date  
Chief Negotiator

ARTICLE \_\_\_\_  
HOURS OF WORK

X.1 Definitions

A. Full-time Employees: Employees who are scheduled to work forty (40) hours per workweek.

B. Law Enforcement Employees: Employees who work in positions that meet the law enforcement criteria of Section 7 (k) of the Fair Labor Standards Act (FLSA).

C. Part-time Employees: Employees who are scheduled to work less than forty (40) hours per workweek.

D. Workday: One of seven (7) consecutive, twenty-four (24) hour periods in a workweek.

E. Work Schedules: Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.

F. Work Shift: The hours an employee is scheduled to work each workday in a workweek.

G. Workweek: A regularly re-occurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks will normally begin at 12:00 a.m. on Sunday and end at 12:00 midnight the following Saturday, or as otherwise designated by the appointing authority. If there is a change in their workweek, employees will be given written notification by the appointing authority.

X.2 Determination

The Employer shall determine whether a position is overtime-eligible or overtime-

exempt. With regard to law enforcement positions, the Employer shall determine if an overtime-eligible position has an extended work period.

**X.3 Overtime-Eligible Employees (excluding law enforcement employees)**

**A. Regular Work Schedules**

The regular work schedule for overtime-eligible employees shall not be more than forty (40) hours in a workweek, with starting and ending times as determined by the requirements of the position and the Employer. An employee may request different starting and ending times. The Employer may adjust the regular work schedule with prior notice to the employee as defined in this Article.

**B. Alternate Work Schedules**

Workweeks and work shifts of different numbers of hours may be established for overtime-eligible employees by the Employer in order to meet business and customer service needs, if the alternate work schedules meet the requirements of federal and state laws, and do not result in overtime. An employee may request different workweeks and work shifts.

**C. Schedule Changes**

Employees' workweeks and work schedules may be changed with prior notice from the Employer. Overtime-eligible employees shall receive five (5) calendar days' written notice of a schedule change. The day notification is given is considered the first day of notice. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a schedule change. The Employer may adjust an overtime-eligible employee's daily start and/or end time(s) by two (2) hours.

**D. Emergency Schedule Changes**

The Employer may adjust an overtime-eligible employee's workweek and work schedule with out prior notice in unexpected, serious situations.

**E. Employee-Requested Schedule Changes**

Overtime-eligible employees' workweeks and work schedules may be changed at the

employee's request and with the Employer's approval, provided the Employer's business and customer service needs are met and no overtime expense is incurred.

**X. 4 Overtime-Eligible Law Enforcement Employee Work Schedules**

The regular work schedule for full-time overtime-eligible law enforcement employees, not receiving assignment pay for an extended work period, shall not be more than one hundred and sixty hours (160) hours in a twenty-eight (28) day period. Work schedules may be changed in accordance with Section X.3.C through E, above.

**X.5 Overtime-Eligible Unpaid Meal Periods**

The Employer and the Union agree to unpaid meal periods that vary from and supersede the unpaid meal period requirements required by WAC 296-126-092. Unpaid meal periods for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and shall be scheduled as close to the middle of the work shift as possible. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume his or her unpaid meal period following the interruption to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the employee shall be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal period. Meal periods may not be used for late arrival or early departure from work and meal and rest periods shall not be combined.

**X.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules**

The Employer and the Union agree to paid meal periods that vary from and supersede the paid meal period requirements of WAC 296-126-092. Employees working straight shifts will not receive a scheduled meal period, but will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Paid meal periods for employees on straight shifts do not require relief from duty.

**X.7 Overtime-Eligible Rest Periods**

The Employer and the Union agree to rest periods that vary from and supersede the rest periods required by WAC 296-126-092. Employees shall be allowed rest periods of fifteen (15) minutes for each one (1) half shift of four (4) or more hours worked at or near

the middle of each one (1) half shift of four (4) or more hours. Rest periods do not require relief from duty. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each half shift, scheduled rest periods are not required. Rest periods may not be used for late arrival or early departure from work and rest and meal periods shall not be combined.

**X.8 Overtime-Exempt Employees**

Overtime-exempt employees are not covered by federal or state overtime laws.

Compensation is based on the premise that overtime-exempt employees are expected to work as many hours as necessary to provide the public services for which they were hired. These employees are accountable for their work product, and for meeting the objectives of the agency for which they work. The Employer's policy for all overtime-exempt employees is as follows:

A. The Employer determines the products, services, and standards which must be met by overtime-exempt employees.

B. Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. Full-time overtime-exempt employees are expected to work a minimum of forty (40) hours in a workweek and part-time overtime-exempt employees are expected to work proportionate hours. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.

C. The salary paid to overtime-exempt employees is full compensation for all hours worked, however,

D. With prior approval, overtime-exempt employees are authorized to receive exchange time at the rate of equal hours off for hours worked above forty-five (45) hours in a work week.

E. If they give notification and receive the Employer's concurrence, overtime-exempt employees may alter their work hours. Employees are responsible for keeping management apprised of their schedules and their whereabouts.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

**ARTICLE \_\_\_\_**

**INMATE CREW SUPERVISION**

X.1 Inmate crew size is normally ten (10) inmates. However, after investigation of circumstances brought to the attention of the Employer by an inmate crew supervisor, actions taken by the Employer to ensure the safety of the inmate crew supervisor and the inmate crew members may include adjustment of the crew size on a given day.

X.2 Inmate crew supervisors are responsible for inmates at all times while inmates are under their supervision. Inmate crew supervisors are responsible to immediately report inmate incidents, including inmate flight. Inmate crew supervisors are not responsible to capture inmates who flee. While in a camp, inmate crew supervisors are to be relieved of supervision of inmates during meal period.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

ARTICLE \_\_\_\_\_

LAYOFF AND RECALL

X.1 The Employer shall determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article. The Employer agrees to explore opportunities to avoid or minimize layoff, such as transfers, voluntary demotion, voluntary reduced work schedule, or voluntary leave without pay

X.2 **Notification**

For other than layoffs from project employment and seasonal career employment, the Employer will notify the Union of pending layoffs at least thirty (30) calendar days prior to the effective date of the reduction in force.

Permanent employees will receive notice per WAC 357-46-025 thru 030.

X.3 **Basis for Layoff**

Layoffs may occur for any of the following reasons:

A. Lack of funds

B. Lack of work

C. Good faith reorganization

D. Ineligibility to continue in a position that was reallocated

E. Termination of a project

F. Fewer positions available than the number of employees entitled to such positions either by statute or other provision.

X.4 **Voluntary Layoff, Leave of Absence or Reduction in Hours**

Appointing authorities may allow an employee to volunteer to be laid off, take an



unpaid leave of absence or reduce his or her hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in an agency on unpaid leave at the same time, the appointing authority shall determine who will be granted a leave of absence and/or reduction in hours based upon staffing needs. Employees who volunteer to be laid off may request to participate in the General Government Transition Pool Program and/or have their names placed on the internal layoff list for the job classifications in which they held permanent status.

**X.5 Non-Permanent and Probationary Employees**

Permanent status employees will be offered positions occupied by non-permanent and probationary status employees in the same classification in the lay-off unit prior to being laid off.

**X.6. Temporary Reduction of Work Hours or Layoff – Employer Option**

A. The Employer may temporarily reduce the work hours of an employee to no less than twenty (20) per week due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) calendar days of a temporary reduction of work hours.

B. The Employer may temporarily layoff an employee for up to thirty (30) calendar days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) calendar days of a temporary layoff.

C. An employee whose work hours are temporarily reduced or who is temporarily laid off shall not be entitled to:

1. Be paid any leave balance,
2. Bump to any other position, or

1           3. Be placed on the internal layoff list.

2  
3           D. The Employer shall continue to provide benefits in accordance with Article X,  
4           of this Agreement.

5  
6   **X. 7 Layoff Units**

7           A. A layoff unit is defined as the geographical entity or administrative/  
8           organizational unit in each agency used for determining available options for  
9           employees who are being laid off.

10  
11          B. The layoff unit(s) for each agency covered by this Agreement are described in  
12          Appendix B.

13  
14   **X. 8. Formal Options**

15          A. Employees will be laid off in accordance with seniority, as defined in Article  
16          X, Seniority, and the skills and abilities of the employee. Employees being  
17          laid off shall be provided the following options to comparable positions in  
18          descending order within the layoff unit:

19  
20           1. A funded vacant position for which the employee has the skills and  
21           abilities, within their current job classification.

22  
23           2. A funded filled position held by the least senior employee for which the  
24           employee has the skills and abilities, within his or her current job  
25           classification.

26  
27           3. A funded vacant or filled position held by the least senior employee for  
28           which the employee has the skills and abilities, at the same or lower salary  
29           range as their current permanent position, within a job classification in  
30           which the employee has held permanent status.

31  
32          Options will be provided in descending order of salary range and one  
33          progressively lower level at a time. Vacant positions will be offered prior  
34          to filled positions.

1  
2 B. Employees who are laid off may request to have their name placed on the  
3 layoff lists for the job classifications in which they have held permanent  
4 status.

5  
6 **X.9 Informal Options**

7 Employees being laid off may be offered funded vacant positions within their  
8 layoff unit provided they meet the skills and abilities required of the position and  
9 it is at the same or lower salary range as the position in which the employee  
10 currently holds permanent status.

11  
12 **X.10 Notification to Employees With Permanent Status**

13 A. Except for temporary reduction in work hours and temporary layoffs as  
14 provided in X.5, employees with permanent status shall receive written notice  
15 at least fifteen (15) calendar days before the effective layoff date. The notice  
16 shall include the basis for the layoff and any options available to the  
17 employee. The Union shall be provided with a copy of the notice.

18  
19 B. Except for temporary reduction in work hours and temporary layoffs as  
20 provided in X.5, if the Employer chooses to implement a layoff action without  
21 providing fifteen (15) calendar days notice, the employee shall be paid his or  
22 her salary for the days that he or she would have worked had full notice been  
23 given.

24  
25 C. Employees shall be provided five (5) calendar days to accept or decline, in  
26 writing, any option provided to them. This time period shall run concurrent  
27 with the fifteen (15) calendar days' notice provided by the Employer to the  
28 employee.

29  
30 D. The day that notification is given constitutes the first day of notice.

1    **X.11    Salary**

2       Employees appointed to a position as a result of a layoff action shall have their  
3       salary determined as follows:

4  
5       A. Transfer or Bump

6           An employee who accepts a transfer or bumps to another position within their  
7           current job classification shall retain his or her current salary.

8  
9       B. Voluntary Demotion in Lieu of Layoff and Bump to a Lower Position

10           An employee who bumps to another position with a lower salary range shall  
11           be paid an amount equal to his or her current salary provided it is within the  
12           salary range of the new position. In those cases where the employee's current  
13           salary exceeds the maximum amount of the salary range for the new position,  
14           the employee shall be compensated at the maximum salary of the new salary  
15           range.

16  
17       C. Appointment from an Internal Layoff List

- 18           1. Employees who are appointed from an internal layoff list to a position  
19           with the same salary range from which they were laid off shall be paid the  
20           amount in which they were compensated when laid off plus any cost of  
21           living adjustments that occurred during the time they were laid off.
- 22  
23           2. Employees who are appointed from an internal layoff list to a position  
24           with a lower salary range than the position from which they were laid off  
25           shall be paid an amount equal to the salary they were receiving at the time  
26           they were laid off provided it is within the salary range of the new  
27           position. In those cases where the employee's prior salary exceeds the  
28           maximum amount of the salary range for the new position, the employee  
29           shall be compensated at the maximum salary of the new salary range.

30  
31    **X.12    Transition Review Period**

- 32       A. Employees appointed to a comparable position with the same job duties as the  
33       position the employee held permanent status in prior to layoff shall not be

required to serve a transition review period. The Employer determines the comparability of the position. The Employer shall require an employee to complete a six (6) month transition review period when the employee accepts a layoff option to a job classification in which he or she has:

1. Not held permanent status,
2. Been appointed from the General Government Transition Pool Program,
- or
3. Been appointed from an internal layoff list.

B. The Employer may extend a transition review period as long as the extension does not cause the total period to exceed twelve (12) months. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.

C. The Employer may separate an employee or an employee may voluntarily separate during the transition review period. Upon separation, and at the employee's request, the employee's name shall be placed on or returned to the internal layoff list. The employee shall remain on the list until such time as his or her eligibility expires or he or she has been rehired.

#### X.13 Recall

A. The Employer shall maintain an internal layoff list for each job classification. Employees who are laid off may have their name placed on the list for the job classification from which they were laid off or bumped. Additionally, employees may request to have their name placed on the internal layoff list for other job classifications in which they have held permanent status. An employee will remain on internal layoff lists for two (2) years from the effective date of his or her layoff.

1 B. When a vacancy occurs within an agency and when there are names on an  
2 internal layoff list, the Employer shall consider all of the laid-off employees,  
3 who have the skills and abilities to perform the duties of the position to be  
4 filled. An employee who is offered a position and refuses the offer shall have  
5 his or her name removed from the list.

6  
7 **X.14 General Government Transition Pool Program**

8 Employees who are notified that they are at risk of being laid off or have been laid  
9 off may request their names be placed into the General Government Transition  
10 Pool Program administered by the Department of Personnel. When a vacancy  
11 occurs within an agency, the Employer will consider employees in the General  
12 Government Transition Pool Program along with all other candidates, all of whom  
13 must have the skills and abilities to perform the duties of a position being filled.

14  
15 **X.15 Project Employment**

- 16 A. Project employees have layoff rights within their project. Formal options will  
17 be determined using the procedure outlined in Section X.8, above.
- 18  
19 B. Permanent status employees who left regular classified positions to accept  
20 project employment without a break in service have layoff rights within the  
21 agency in which they held permanent status to the job classification they held  
22 immediately prior to accepting project employment.
- 23  
24 C. Project employees who are separated from state service due to layoff and have  
25 not held permanent status in classified service may request their names be  
26 placed into the General Government Transition Pool Program. Upon layoff  
27 from the project, project employees who entered the project through the  
28 competitive process and remain in project status for two (2) years will be  
29 eligible to have their names placed on the internal layoff list for the classes in  
30 which permanent project status was attained. Bumping options will be limited  
31 to the project boundaries.
- 32

**X. 16 Seasonal Career Employment**

A. Seasonal career employees have layoff rights within their agency to other seasonal career positions within their layoff unit as provided in Sub-section C below. Employees shall be given no less than two (2) working days notice of a layoff.

B. Formal options will be determined using the procedure outlined in Section X.8 above, to other seasonal career positions. Employees separated due to layoffs shall be placed on a separate seasonal internal layoff list for the season in which they were laid off. Employees who have the skills and abilities to perform the duties of the position to be filled shall be recalled based on seniority for other seasonal career positions.

C. The layoff units for seasonal employees are listed in Appendix B.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey Date  
Chief Negotiator

ARTICLE \_\_\_\_\_

LEAVE WITHOUT PAY

X.1 Leave without pay shall be granted for the following reasons:

- A. Family and medical leave (Article X)
- B. Compensable work-related injury or illness leave
- C. Military leave
- D. Child and elder care emergencies

X.2 Leave without pay may be granted for the following reasons:

- A. Education leave
- B. U.S. Public Health Service and Peace Corps leave
- C. Government service leave
- D. Conditions applicable for leave with pay
- E. Seasonal career employment
- F. As otherwise provided for in this agreement

X.3 **Limitations**

Leave without pay shall be limited to twelve (12) months or fewer in any consecutive five (5) year period, except for compensable work-related injury or illness, or educational, governmental service, military, or seasonal career employment leaves.

X.4 **Returning Employee Rights**

Employees returning from authorized leave without pay shall be employed in the same position or in another position in the same job classification and the same geographical area, as determined by the Employer, provided that such reemployment is not in conflict with other articles in this Agreement.

X.5 **Educational Leave**

Leave without pay may be granted for educational leave for the duration of actual attendance in an educational program.



**X.6 Child and Elder Care Emergencies**

Leave without pay shall be granted for child and elder care emergencies and is limited to a maximum of three (3) days per calendar year. Compensatory time or paid leave may also be used for child and elder care emergencies, subject to the limitations above.

**X.7 Seasonal Career Employment**

Leave without pay may be granted to seasonal career employees during their off-season.

**X.8 Government Service Leave**

Leave without pay may be granted for government service in the public interest, including but not limited to the U.S. Public Health Service or Peace Corps leave.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

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**ARTICLE \_\_\_\_**  
**LEGAL DEFENSE**

If bargaining unit employees become defendants in civil liability suits arising out of actions taken or not taken in the course of their employment for the state, they have the right to request representation and indemnification through their agency according to RCW 4.92.060 and .070.

For the Union:

For the Union:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

# **TENTATIVE AGREEMENT**

September 16, 2004

Page 1 of 2

## **ARTICLE \_\_\_\_\_**

### **MANAGEMENT RIGHTS**

X.1 The Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, shall include but not be limited to, the right to:

A. Determine the Employer's functions, programs, organizational structure and use of technology;

B. Determine the Employer's budget and size of the agency's workforce and the financial basis for layoffs;

C. Direct and supervise employees;

D. Take all necessary actions to carry out the mission of the state and its agencies during emergencies;

E. Determine the Employer's mission and strategic plans;

F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;

G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;

H. Establish or modify the workweek, daily work shift, hours of work and days off;

## TENTATIVE AGREEMENT

September 16, 2004

Page 2 of 2

I. Establish the method and means by which work performance standards are set, and the performance standards themselves, which include, but are not limited to, the priority, quality and quantity of work;

J. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;

K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and lay off employees;

L. Determine, prioritize, modify and assign work to be performed;

M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;

N. Determine training needs, methods of training, and employees to be trained, and training programs to be offered;

O. Determine the reasons for and methods by which employees will be laid-off; and

P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary actions.

X.2 The Employer agrees that the exercise of the above rights shall be consistent with the provisions of this Agreement.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

**ARTICLE \_\_\_\_\_**

**MISCELLANEOUS LEAVE**

X.1 Employees shall be allowed paid leave, during scheduled work time, for:

A. Examinations or interviews for state employment,

B. To receive assessment from the Employee Advisory Service, or

C. To serve as a member of a jury.

Employees shall receive their basic salary and be allowed to retain any compensation paid to them for their jury duty service.

X.2 In the department of natural resources, leave with pay equivalent to one regular work shift may be allowed for the purpose of rest and recuperation after ten consecutive days performing emergency work under an incident command system, defined in RCW 38.52.010.

X.3 A subpoenaed employee will receive leave with pay, during scheduled work time, to appear in court or an administrative hearing to testify about a job-related matter unless he or she is a party in the matter or has an economic interest in the matter. Nothing in this Section shall preclude an employee from receiving leave with pay to appear in court or an administrative hearing on behalf of the Employer, or as provided in Article X, Grievance Procedure.

X.4 Employees shall not be eligible for per diem or travel expenses under this Article.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey Date  
Chief Negotiator

**Tentative Agreement**

August 11, 2004

Page 1 of 1

**ARTICLE \_\_\_\_**

**NON-DISCRIMINATION**

Under this Agreement, discrimination against employees on the basis of religion, age, gender, sex, marital status, race, color, creed, national origin, political affiliation, status as a disabled veteran or Vietnam era veteran, sexual orientation, or the presence of any sensory, mental or physical disability is prohibited, and no unlawful harassment will be tolerated.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle

\_\_\_\_\_  
Date

\_\_\_\_\_  
Caroline Lacey

\_\_\_\_\_  
Date

Chief Negotiator

Chief Negotiator

ARTICLE \_\_\_\_\_

**NON-OPERATIONAL WORKSITES/INABILITY TO REPORT TO WORK**

X.1 If the Employer decides that a state office or work location is non-operational for reasons including inclement weather, natural disasters, and safety threats, the Employer may take the following actions:

A. Non-emergency employees (as determined by an Agency Head or designee) may be released with no loss of pay during any disruption of services.

B. Non-emergency employees may be reassigned to similar positions at locations within a reasonable driving distance from the non-operational location during any disruption of services.

X.2 Employees who work their normal hours during the disruption will not receive additional compensation.

X.3 If a work location remains fully operational but an employee is unable to report to work or remain at work for reasons including inclement weather and natural disaster, the employee's leave will be charged in the following order:

A. Any earned compensatory time

B. Any accrued vacation leave

C. Up to three (3) days of accrued sick leave per calendar year

D. Leave without pay.

**TENTATIVE AGREEMENT**

August 27, 2004; 11:42 AM

Page 2 of 2

X.4 Tardiness due to an employee's inability to report for scheduled work for reasons including inclement weather, natural disaster, and safety threats will be allowed up to one (1) hour of paid time at the beginning of the work day. Section X.3 will apply to any additional late time.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator



ARTICLE

OFF-DUTY CONDUCT

X.1 The off-duty activities of an employee may not be grounds for disciplinary action unless said activities are a conflict of interest as set forth in RCW 42.52, or a nexus exists between the employee's activities and employment. Employees shall report all arrests and any court-imposed sanctions or conditions that affect their ability to perform assigned duties to their appointing authority within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

X.2 Protected activities will not be grounds for discipline or retaliation.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle Date

Chief Negotiator

\_\_\_\_\_  
Caroline Lacey Date

Chief Negotiator

# TENTATIVE AGREEMENT

September 16, 2004

Page 1 of 3

## ARTICLE \_\_\_\_\_

### OVERTIME

#### X.1 Definitions

A. Overtime: Overtime is defined as time that an overtime-eligible employee:

1. Works in excess of forty (40) hours per workweek (excluding law enforcement employees);
2. Works in excess of one hundred and sixty (160) hours in a twenty-eight (28) day period and the employee is a law enforcement employee not receiving assignment pay for an extended work period; or
3. Works while on fire duty as specified specifically defined in Article X Compensation.

B. Overtime Rate: In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1-1/2) of an employee's regular rate of pay. The regular rate of pay will not include any allowable exclusions.

C. Work: For overtime purposes work is the time actually spent performing the duties assigned in addition to time during which an employee is excused from work for holidays, sick leave, vacations or compensatory time.

D. Work does **not** include:

1. Shared leave.
2. Leave without pay.
3. Additional compensation for time worked on a holiday.
4. Time compensated as standby, call back, or any other penalty pay.

## **TENTATIVE AGREEMENT**

September 16, 2004

Page 2 of 3

### **X.2 Overtime-Eligibility and Compensation**

Employees are eligible for overtime compensation under the following circumstances:

A. Overtime-eligible employees who have prior approval and work more than forty (40) hours in a workweek shall be compensated at the overtime rate. An employee whose workweek is less than forty (40) hours will be paid at their regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.

B. Overtime-eligible law enforcement employees, not receiving assignment pay for an extended work period, who have prior approval and work more than one hundred and sixty (160) hours in a twenty-eight (28) day period shall be compensated at the overtime rate.

### **X.3. General Provisions**

A. The Employer will determine whether work will be performed on regular work time or overtime, the number, the skills and abilities of the employees required to perform the work, and the duration of the work. The Employer will first attempt to meet its overtime requirements on a voluntary basis with qualified employees who are currently working. In the event there are not enough employees volunteering to work, the supervisor may require employees to work overtime.

B. If an employee was not offered overtime for which he or she was qualified, the employee will be offered the next available overtime opportunity for which he or she is qualified. Under no circumstances shall an employee be compensated for overtime that was not worked. There will be no pyramiding of overtime.

### **X.4 Compensatory Time for Overtime-Eligible Employees**

#### **A. Compensatory Time Eligibility**

Compensatory time off may be earned in lieu of cash only when an agency and the employee agree. Compensatory time must be granted at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked.

**TENTATIVE AGREEMENT**

September 16, 2004

Page 3 of 3

**B. Maximum Compensatory Time**

Employees may accumulate no more than two hundred forty (240) hours of compensatory time or four hundred eighty (480) for law enforcement employees or employees engaged in public safety or emergency response activities.

**C. Compensatory Time Use**

Employees must use compensatory time prior to using vacation leave, unless this would result in the loss of their vacation leave. Compensatory time must be used and scheduled in the same manner as vacation leave, as in Article X, Vacation Leave. The Employer may schedule an employee to use his or her compensatory time with seven (7) calendar days' notice.

**D. Compensatory Time Cash Out**

All compensatory time must be used by June 30<sup>th</sup> of each year. If compensatory time balances are not scheduled to be used by the employee by April of each year, the supervisor shall contact the employee to review his or her schedule. The employee's compensatory time balance will be cashed out every June 30<sup>th</sup> or when the employee:

1. Leaves state service for any reason,
2. Transfers to a position in their agency with different funding sources, or
3. Transfers to another state agency.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

# TENTATIVE AGREEMENT

September 2, 2004

Page 1 of 1

## ARTICLE \_\_\_\_

### PERFORMANCE EVALUATION

#### X.1 Objective

The performance evaluation process gives supervisors an opportunity to discuss performance goals with their employees and assess and review their performance with regard to those goals. Supervisors will support employees in their professional development, so that skills and abilities can be aligned with agency requirements.

#### X.2 Evaluation Process

A. Employee work performance will be evaluated during probationary and trial service periods and annually thereafter as scheduled by each agency.

B. The performance evaluation process will include, but not be limited to, a written performance evaluation on the EDPP form or the PDP form, the employee's signature acknowledging receipt of the forms, and any comments by the employee. A copy of the performance evaluation will be provided to the employee at the time of the review. The original performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.

C. The performance evaluation procedure may be grieved; however, the content of the evaluation is not subject to the grievance procedure.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

# **TENTATIVE AGREEMENT**

August 30, 2004

Page 1 of 2

## **ARTICLE \_\_\_\_\_**

### **PERSONNEL FILES AND OTHER EMPLOYEE INFORMATION**

X.1 There will be one (1) official personnel file maintained for each employee by the Employer. The location of personnel files will be determined by the employing agency. All references to "supervisory file" in this Agreement refer to the file kept by the employee's first-line supervisor.

X.2 An employee may examine his or her own personnel and supervisory files. Written authorization from the employee is required before any representative of the employee will be granted access to the personnel file. The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the file that he or she considers objectionable. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or his or her representative.

X.3 A copy of any material to be placed in an employee's personnel file that might lead to disciplinary action will be provided to the employee. An employee may have documents relevant to his or her work performance placed in his or her personnel file.

X.4 Adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from the employee's personnel file. The Employer may retain this information in a legal defense file and will only be used or released when required by regulatory agency (acting in their regulatory capacity), in the defense of an appeal or legal action, or otherwise required by law.

X.5 Medical files will be kept separate and confidential in accordance with state and federal law.

# **TENTATIVE AGREEMENT**

August 30, 2004

Page 2 of 2

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For the Union:

For the Employer:

---

Leslie Liddle                      Date  
Chief Negotiator

---

Caroline Lacey                      Date  
Chief Negotiator

**ARTICLE \_\_\_\_\_**

**PREAMBLE**

This Agreement is entered into by the State of Washington, referred to as the "Employer", and the Washington Public Employees Association, Local 365, United Food and Commercial Workers, AFL-CIO, referred to as the "Union".

For the Union:

For the Employer:

\_\_\_\_\_

\_\_\_\_\_



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**ARTICLE \_\_\_\_\_**

3

**PRINTING OF AGREEMENT**

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Each party shall be responsible for the printing and distribution of this Agreement to their

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respective constituents. The Employer will post this Agreement on the appropriate web

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sites and provide a copy to the Union on compact disc (CD).

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For the Union:

For the Employer:

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\_\_\_\_\_  
Leslie Liddle

\_\_\_\_\_  
Date

15

Chief Negotiator

\_\_\_\_\_  
Caroline Lacey

\_\_\_\_\_  
Date

Chief Negotiator

16

## ARTICLE \_\_\_\_\_

## PROMOTIONS AND VACANCIES - 41.80.20(3)

- X.1 The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification that is being filled. Only those candidates who have the position-specific skills and abilities required to perform the duties of the vacant position will be referred for further consideration by the employing agency.
- X.2 An agency's internal layoff list will consist of employees who have elected to place their name on the layoff list through Article X of this Agreement and are confined to each individual agency.
- X.3 The statewide layoff list will consist of employees who have elected to place their name on the statewide layoff list in accordance with WAC 357-46-080.
- X.4 A promotional candidate is defined as an employee who has completed the probationary period within a permanent appointment and has attained permanent status within the agency.
- X.5 A transfer candidate is defined as an employee in permanent status in the same classification as the vacancy within the agency.
- X.6 A voluntary demotion candidate is defined as an employee in permanent status moving to a class in a lower salary range maximum, within the agency.
- X.7 When filling a vacant position with a permanent appointment, candidates will be certified for further consideration in the following manner:
- A. The most senior candidate on the agency's internal layoff list with the required skills and abilities who has indicated an appropriate geographic availability will be appointed to the position.

- 1 B. If there are no names on the internal layoff list, the agency will certify up to twenty (20)  
 2 candidates for further consideration. Up to seventy-five percent (75%) of those candidates  
 3 will be statewide layoff, agency promotional, internal transfers, and agency voluntary  
 4 demotions. All candidates certified must have the position specific skills and abilities to  
 5 perform the duties of the position to be filled. If there is a tie for the last position on the  
 6 certification for either promotional or other candidates, the agency may consider up to ten  
 7 (10) additional tied candidates. The agency may supplement the certification with  
 8 additional tied candidates and replace other candidates who waive consideration with like  
 9 candidates from the original pool.
- 10
- 11 C. Employees in the General Government Transition Pool Program who have the skills and  
 12 abilities to perform the duties of the vacant position may be considered along with all other  
 13 candidates who have the skills and abilities to perform the duties of the position.
- 14
- 15 D. If the certified candidate pool does not contain at least three (3) affirmative action  
 16 candidates, the agency may add up to (3) affirmative action candidates to the names  
 17 certified for the position.
- 18
- 19 E. When recruiting for multiple positions, the agency may add an additional five (5) agency  
 20 candidates and five (5) other candidates to the certified list for each additional position.
- 21

22 For the Union:

For the Employer:

23  
 24  
 25  
 26 \_\_\_\_\_  
 27 Leslie Liddle Date  
 28 Chief Negotiator

\_\_\_\_\_  
 Caroline Lacey Date  
 Chief Negotiator

**ARTICLE \_\_\_\_\_**

**RECOGNITION CLAUSE**

The Employer agrees to recognize the Union as the exclusive bargaining agent for all employees in the bargaining units as so certified by the Public Employment Relations Commission. For descriptive purposes only, a list of the bargaining units certified to the Union is listed in Appendix A. This does not mean that the jobs will continue to exist or be filled.

For The Union:

For The Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

# **TENTATIVE AGREEMENT**

September 16, 2004

Page 1 of 3

## **ARTICLE \_\_\_\_\_**

### **RESIDENCY REQUIREMENT – WSP AND LCB**

#### **X.1 Applicability**

This Article applies only to WSP Bargaining Units and Liquor Control Board Liquor Enforcement Officers.

#### **X2. Employees subject to emergency call out but no assigned state vehicle.**

A. Employees who because of the nature of their duties may be subject to emergency call-out, will be allowed to live seventy-five (75) miles from their duty station;

B. The Internet program Expedia.com (shortest route) will be the official measurement of the distance from their duty station to the employee's residence. If Expedia.com does not recognize a street name or address, the employee will be responsible for finding the nearest address that Expedia.com does recognize and then driving the remaining distance with their supervisor to determine whether the residence is within the 75-mileage limitation;

C. The mileage determination on Expedia.com will not contain water (ferry) miles, airline, straight line or any other method of mileage measurement other than all season maintained streets recognized by Expedia.com. In the case of a new street, the employee will have to get a determination from his/her supervisor whether the street meets the definition of an all season maintained street, road, highway, etc.; and

D. This section will not affect anyone who has been previously approved for a waiver of the mileage limitations; however if an individual moves from their

## TENTATIVE AGREEMENT

September 16, 2004

Page 2 of 3

1 previously approved residence their new residence location must comply  
2 with this article.

3  
4 **X3. Employees with assigned take home vehicles.**

5 A. WSP Employees with assigned take home vehicles shall live within forty-five  
6 (45) miles of their assigned district, division, or duty station; Liquor  
7 Enforcement Officers shall live within forty-five (45) miles of their assigned  
8 duty station;

9  
10 B. The Internet program Expedia.com (fastest route) will be the official  
11 measurement of the distance from the division, district or assigned duty  
12 station, to the employee's residence. If Expedia.com does not recognize a  
13 street name or address, the employee will be responsible for finding the  
14 nearest address that Expedia.com does recognize and then driving the  
15 remaining distance with their supervisor to determine whether the residence is  
16 within the mileage limitations;

17  
18 C. The mileage determination on Expedia.com will not contain water (ferry)  
19 miles, airline, straight line or any other method of mileage measurement other  
20 than all season, paved, maintained streets recognized by Expedia.com that are  
21 generally open, passable, and available to be used by bargaining unit members  
22 to travel to and from his/her division, district or assigned duty station at the  
23 beginning and end of each shift twelve (12) months each year. In the case of a  
24 new street, the employee will have to get a determination from his/her  
25 supervisor as to whether the street meets the definition of an all season,  
26 maintained, paved street, road, highway, etc.; and

27  
28 D. Any employee who decides to take advantage of the terms of this Article will  
29 be required to send an Interoffice Communication (IOC) through the chain-of-  
30 command, which must be approved by the Bureau Director/Assistant Chief,  
31 before moving. The IOC will provide notice of their intent to move to a

# **TENTATIVE AGREEMENT**

September 16, 2004

Page 3 of 3

residence under the terms of this Article, accompanied by a copy of the  
Expedia.com map showing that their new residence complies with the terms  
of this Article.

E. This section will not affect anyone who has been previously approved for a  
waiver of the mileage limitations; however if an individual moves from their  
previously approved residence their new residence location must comply  
with this article.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

# **TENTATIVE AGREEMENT**

August 31, 2004

Page 1 of 2

## **ARTICLE \_\_\_\_\_**

### **SAFETY AND HEALTH**

X.1 The Employer, Employee and Union have a responsibility for workplace safety.

A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA). Reference: <http://www.lni.wa.gov/rules/wacs.htm>. Safety Committees will be established in accordance with WAC. The Safety Officer's name and phone number will be posted on WISHA workplace posters.

B. Employees will comply with all safety practices and standards established by WISHA and the Employer. The Employer's standards will not be lower than those established by WISHA.

C. The Union will work cooperatively with the Employer on safety related matters and encourage employees to work in a safe manner.

D. Grievances concerning safety conditions are permitted but will be held in abeyance pending the outcome of any complaint filed with the Washington State Department of Labor and Industries.

X.2 The Employer will determine and provide the required safety devices, personal protective equipment and apparel, and ergonomic equipment which employees will wear and/or use.

A. Employees shall wear or use Employer-provided safety equipment appropriate to the situation when working in an environment for which the safety equipment is required, and employees shall be furnished notice of such safety equipment requirements in writing.



# **TENTATIVE AGREEMENT**

August 31, 2004

Page 2 of 2

B. Each employee shall be responsible for the safe operation and for the preventative maintenance of all assigned equipment within the resources provided by the Employer.

X.3 Smoking is prohibited within Employer facilities, buildings, and vehicles.

X. 4 If the Employer determines there is a valid threat, the Employer will follow its written emergency and/or evacuation procedures.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

**ARTICLE \_\_\_\_**

**SAVINGS CLAUSE**

X.1 If any court or board of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement shall remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid article, section or portion.

X.2 If it is determined by the Department of Personnel (consistent with the intent of RCW 41.80.906) that the new SAP Human Resource Management System cannot support within its capacity, scope, and budget the implementation of any provision of this Agreement by July 1, 2005, the parties will reopen that subject.

For The Union:

For The Employer:

# **TENTATIVE AGREEMENT**

September 8, 2004

Page 1 of 2

## **ARTICLE \_\_\_\_\_**

### **SENIORITY**

#### **X.1 Definition**

A. Seniority for full-time employees shall be defined as the employee's length of unbroken state service. Seniority for part-time or intermittent employees shall be based on actual hours worked. All time spent in leave without pay status shall be deducted from the calculation of seniority, except when the leave without pay is taken for:

1. Military leave,
2. Workers' compensation,
3. Government service leave, and/or
4. Reducing the effects of layoff.

Time spent on a temporary layoff or when an employees work hours are reduced in accordance with Article X.5, Layoff and Recall, shall not be deducted from the calculation of seniority. Employee's who are separated from state service due to layoff, and are reemployed within two (2) years of their separation date shall not be considered to have a break in service.

B. For the purposes of layoffs, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans or to their unmarried widows or widowers, as provided for in RCW 41.06.133 (13).

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1. Longest continuous time within their current job classification;
2. Longest continuous time with the agency; and
3. By lot.

This Article will apply prospectively. Employees shall retain their current unbroken state service date, which shall become their seniority date.

### For the Employer:

Caroline Lacey Date \_\_\_\_\_  
Chief Negotiator

**SHARED LEAVE**

**X 1. Shared leave.** The purpose of the state leave sharing program is to permit state employees to donate vacation/annual leave, sick leave, or personal holidays to a fellow state employee who has been called to service in the uniformed services or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. An employee is eligible to request participation in the shared leave program when the employee is able to use accrued vacation/annual leave, sick leave, or a personal holiday. For purposes of the Washington state leave sharing program, the following definitions apply:

(1) "Employee" means any employee who is entitled to accrue sick leave or vacation/annual leave and for whom accurate leave records are maintained.

(2) "Employee's relative" normally shall be limited to the employee's spouse, child, stepchild, grandchild, grandparent, or parent.

(3) "Household members" is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term shall include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.

(4) "Severe" or "extraordinary" condition is defined as serious or extreme and/or life threatening.

(5) "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.

**Tentative Agreement --**

8/11/04 11:25 p.m.

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(6) "Uniformed services" means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.

**X 2. Shared leave receipt.** An employee may be eligible to receive shared leave under the following conditions:

(1) (a) The employee's agency head determines that the employee meets the criteria described in this section.

(b) For work related illness or injury, the employee has diligently pursued and been found to be ineligible for benefits under chapter 51.32 RCW if the employee qualifies under subsection (3)(a)(i) of this section.

(c) The employee has abided by agency policies regarding the use of sick leave if the employee qualifies under subsection (3)(a)(i) of this section.

(d) The employee has abided by agency policies regarding the use of vacation/annual leave and paid military leave if the employee qualifies under subsection (3)(a)(ii) of this section.

(e) Donated leave is transferable between employees in different state agencies with the agreement of both agency heads.

(3) An employee may donate vacation/annual leave, sick leave, or personal holiday to another employee only under the following conditions:

(a)(i) The receiving employee suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature; or

(ii) The receiving employee has been called to service in the uniformed services;

**Tentative Agreement –**

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(b) The illness, injury, impairment, condition, or call to service has caused, or is likely to cause, the receiving employee to:

(i) Go on leave without pay status; or

(ii) Terminate state employment.

(c) The receiving employee's absence and the use of shared leave are justified.

(d) The receiving employee has depleted or will shortly deplete his or her:

(i) Vacation/annual leave and sick leave reserves if the employee qualifies under subsection (3)(a)(i) of this section; or

(ii) Vacation/annual leave and paid military leave allowed under RCW 38.40.060 if the employee qualifies under subsection (3)(a)(ii) of this section.

(e) The agency head permits the leave to be shared with an eligible employee.

(f) The donating employee may donate any amount of a vacation/annual leave provided the donation does not cause the employee's vacation/annual leave balance to fall below eighty hours. For part-time employees, requirements for vacation/annual leave balances will be prorated.

(g) Employees may not donate excess vacation/annual leave that the donor would not be able to take due to an approaching anniversary date.

(h) The donating employee may donate any specified amount of sick leave provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy-six hours after the transfer. For purposes of sick leave donation, a day equals the donor's monthly sick leave accrual.

**Tentative Agreement –**

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(i) The donating employee may donate all or part of a personal holiday in accordance with WAC 356-18-025. Any portion of a personal holiday that is not used shall be returned to the donating employee.

(4) The agency head shall determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of two hundred sixty-one days of shared leave during total state employment, except that a nonpermanent employee who is eligible to use accrued leave or personal holiday may not use shared leave beyond the earlier date of:

(a) The termination date specified in the nonpermanent employee's appointment letter, or

(b) 1560 nonovertime hours from date of appointment to the nonpermanent position; unless extended by the director in accordance with WAC 356-30-065(4), 356-30-067(7), and 356-30-140.

(5) The agency head shall require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition when the employee is qualified under subsection (3)(a)(i) of this section. The agency head shall require the employee to submit, prior to approval or disapproval, a copy of the military orders verifying the employee's required absence when the employee is qualified for shared leave under subsection (3)(a)(ii) of this section.

(6) Any donated leave may only be used by the recipient for the purposes specified in this section.

(7) The receiving employee shall be paid his or her regular rate of pay; therefore, one hour of shared leave may cover more or less than one hour of the recipient's salary. The calculation of the recipient's leave value shall be in accordance with office of financial management policies, regulations, and procedures. The dollar value of the leave is converted from the donor to the recipient. The leave received will be coded as shared leave and be maintained separately from all other leave balances.



(8) All forms of paid leave available for use by the recipient must be used prior to using shared leave when qualified under subsection (3)(a)(i) of this section. All forms of paid leave, except sick leave, available for use by the recipient must be used prior to using shared leave when qualified under subsection (3)(a)(ii) of this section.

(9) Any shared leave not used by the recipient during each incident/occurrence as determined by the agency director shall be returned to the donor(s). The shared leave remaining will be divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to each donor's appropriate leave balance. The return shall be prorated back based on the donor's original donation.

(10) All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave for purposes of this program.

(11) Agencies shall maintain records which contain sufficient information to provide for legislative review.

(12) An employee who uses leave that is transferred under this section will not be required to repay the value of the leave that he or she used.

**X.6** This Article is grievable only through Step 3 of the Grievance Process.

#### **SHARED LEAVE**

For the Union:

For the Employer:

\_\_\_\_\_

\_\_\_\_\_

Leslie Liddle                      Date

Caroline Lacey                      Date

Chief Negotiator

Chief Negotiator

**TENTATIVE AGREEMENT**

August 31, 2004

Page 1 of 4

**ARTICLE \_\_\_\_\_**

**SICK LEAVE**

**X.1 Sick Leave Accrual**

Full-time employees will accrue eight (8) hours of sick leave under the following conditions:

A. The employee must be employed for fifteen (15) calendar days or more during the month.

B. Any leave without pay taken during the month will not be counted toward the fifteen (15) calendar day eligibility requirement.

C. Holidays for which the employee is otherwise eligible that fall within the qualifying fifteen (15) days count toward the minimum requirement.

D. Sick leave credit for other than full-time employees will be computed and accrued in an amount proportionate to the time the employee is in pay status during the month to that required for full-time employment.

**X.2 Sick Leave Use**

Sick leave will be charged in 1/10<sup>th</sup> of an hour increments and may be used for the following reasons:

A. A personal illness, injury or medical disability that prevents the employee from performing his or her job, or personal medical or dental appointments.

B. Care of family members as required by the Family Care Act, Chapter 296-130 WAC.

C. Qualifying absences for Family and Medical Leave (Article X).

D. Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.

## TENTATIVE AGREEMENT

August 31, 2004

Page 2 of 4

E. Preventative health care of relatives or household members, up to one (1) day for each occurrence or as extended by the agency when an employee is required to be absent to provide care or transportation for a relative of the employee or the employee's spouse or for a member of employee's household obtaining preventative health care.

F. Illness of a qualifying child.

G. Illness of relatives or household members, up to five (5) days for each occurrence or as extended by the Employer.

H. A death of any relative that requires the employee's absence from work. Sick leave use for bereavement is limited to three (3) days or as extended by the agency for travel. Relatives are defined for this purpose as spouse, significant other, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law and corresponding relatives of employee's spouse or significant other.

### **X.3 Use of Compensatory Time or Vacation Leave for Sick Leave Purposes**

The Employer may allow an employee to use compensatory time or vacation leave for sick leave purposes.

### **X.4 Restoration of Vacation Leave**

When a condition listed in X.2 A. above arises while the employee is on vacation leave, the employee will be granted accrued sick leave, in lieu of the approved vacation leave, provided that the employee requests such leave within fourteen (14) calendar days of his or her return to work. The equivalent amount of vacation leave will be restored.

### **X.5 Sick Leave Reporting and Verification**

An employee must promptly notify his or her supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise. Upon returning to

## **TENTATIVE AGREEMENT**

August 31, 2004

Page 3 of 4

work, the employee shall report the general reason or circumstance for the sick leave. A medical certificate may be required when there is cause to suspect sick leave abuse; to assist agencies in protecting the employees from returning to work too soon following an illness or injury; or to protect fellow employees or clients from contagious illness. A medical certificate must be required if the reason was personal illness and the absence continued for more than ten (10) continuous working days.

### **X.6 Sick Leave Annual Cash Out**

Each January, employees are eligible to receive cash on a one (1) hour for four (4) hour basis for ninety-six (96) hours or less of their accrued sick leave, if:

A. Their sick leave balance at the end of the previous calendar year exceeds four hundred and eighty (480) hours;

B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred and eighty (480) hours; and

C. They notify their payroll office by January 31<sup>st</sup> that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

All converted hours will be deducted from the employee's sick leave balance.

### **X.7 Sick Leave Separation Cash Out.**

At the time of death, an eligible employee's estate will receive compensation for his or her total sick leave balance on a one (1) hour for four (4) hour basis. At the time of retirement from state service, an eligible employee will receive compensation for his or her sick leave balance on an one (1) hour to four (4) basis which will be forwarded to their VEBA account. For the purposes of this Section, retirement will not include "vested out of service" employees who leave funds on deposit with the retirement system.

**TENTATIVE AGREEMENT**

August 31, 2004

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**X.8 Reemployment**

Former state employees who are re-employed within five (5) years of leaving state service will be granted all unused sick leave credits they had at separation.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

**TENTATIVE AGREEMENT**

September 16, 2004

Page 1 of 1

**ARTICLE \_\_\_\_\_**

**STRIKES**

Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform his or her official duties.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

## TENTATIVE AGREEMENT

September 8, 2004

Page 1 of 2

### TRAINING

**Section 1.** Employer and the Union recognizes the value and benefit of education and training designed to enhance employee development. The Employer will provide training in accordance with WAC 357-34 and available resources.

**Section 2.** In accordance with WAC 357-34, the Employer agrees to prepare a training and development plan based on an assessment of each agency's employee and development needs.

**Section 3.** The Agency training and development plan must state the employer's policies and objectives for employee training and development and such policies must address, at a minimum, the following:

- A. Identification of the person responsible for employee training and development;
- B. Criteria for employee eligibility;
- C. Criteria for determining employees' work status while participating in training and development activities;
- D. Criteria for education leave;
- E. Tuition reimbursement or fee waiver policy;
- F. Mandated training in accordance with state and federal regulations;
- G. Entry-level management/supervisory training;
- H. Assessment of employee training and development needs;
- I. Evaluation of the training and development programs; and
- J. Assignments for career development in accordance with WAC 357-34-050.

**TENTATIVE AGREEMENT**

September 8, 2004

Page 2 of 2

1

2 **Section 4.** The Employer will provide appropriate training on supervision/inmate  
3 relations for employees whose duty involves interacting with incarcerated individuals.

4

5 For the Union:

For the Employer:

6

7

8

9 \_\_\_\_\_  
Leslie Liddle Date

\_\_\_\_\_

10 Chief Negotiator

Caroline Lacey Date  
Chief Negotiator

11

12

13

14

15



**TENTATIVE AGREEMENT**

September 16, 2004

Page 1 of 1

**ARTICLE \_\_\_\_\_**

**TRANSITION PLAN FOR WSP CVEO/CVO 3s**

**X.1 Applicability**

This Article applies only to the Washington State Patrol (WSP) Commercial Vehicle Enforcement Officer/Commercial Vehicle Officer (CVEO/CVO) 3 bargaining unit.

X.2 This Article acknowledges previous agreements on a "Transition Plan" for CVEO/CVO 3s which is attached to this article.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

ARTICLE \_\_\_\_\_

UNIFORMS, TOOLS AND EQUIPMENT

X.1 Uniforms

The Employer may require employees to wear uniforms. Where required, the Employer will determine and provide uniforms or equivalent clothing allowance.

X.2 Tools and Equipment

As established by current practices, the Employer may determine and provide necessary tools, tool allowance, equipment and foul weather gear. The Employer will repair or replace employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees will be responsible for reimbursing the Employer for any provided tool or equipment damaged or lost due to proven negligence by the employee.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey Date  
Chief Negotiator

# **TENTATIVE AGREEMENT**

September 16, 2004

Page 1 of 5

## **ARTICLE \_\_\_\_\_**

### **UNION ACTIVITIES**

#### **X.1 Representation**

Upon request, employees will have the right to representation at all levels on any matter adversely affecting their conditions of employment. The exercise of this right will not unreasonably delay or postpone a meeting. Except as otherwise specified in this Agreement, representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

#### **X.2 Staff Representatives**

A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of staff representatives and the geographic jurisdictions they are responsible for. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

B. Staff representatives may have access to the Employer's offices or facilities in accordance with agency policy to carry out representational activities. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of the agency. In accordance with X.4 below, staff representatives may also meet with bargaining unit employees in non-work areas during their meal periods, rest periods, and before and after their shifts.

#### **X.3 Job Representatives**

A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of current job representatives and the office, facility or geographic jurisdiction within the bargaining unit for which they are responsible.

## TENTATIVE AGREEMENT

September 16, 2004

Page 2 of 5

1 The Union will maintain the list. The Employer will not recognize an employee as a job  
2 representative if his or her name does not appear on the list.

3  
4 B. Job representatives will be granted time during their normal working hours to investigate  
5 and process grievances in accordance with Article X, Grievance Procedure. In addition,  
6 Job representatives will be provided reasonable time during their normal working hours to  
7 prepare for and attend meetings scheduled by management within the representatives'  
8 office, facility or geographic jurisdiction within the bargaining unit for the following  
9 representational activities:

- 10  
11 1. Investigatory interviews and pre-disciplinary meetings, in accordance with Article X,  
12 Discipline, and/or  
13  
14 2. Union Management Communication Committees and other committee meetings if such  
15 committees have been established by this Agreement.

16  
17 The job representatives will obtain prior approval from his or her supervisor to prepare for  
18 and attend a meeting. Notification will include the approximate amount of time the  
19 representatives expects the activity to take. Any agency business requiring the employee's  
20 immediate attention will be completed prior to attending the meeting. Time spent preparing  
21 for and attending meetings during the job representatives' non-work hours will not be  
22 considered as time worked. Job representatives may not use state vehicles to travel to and  
23 from a work site in order to perform representational activities, unless authorized by the  
24 agency.

25  
26 C. If the amount of time a job representative spends performing representational activities is  
27 unduly affecting his or her ability to accomplish assigned duties, the Employer will not  
28 continue to release the employee and the Union will be notified.

## TENTATIVE AGREEMENT

September 16, 2004

Page 3 of 5

### 1 X.4 Use of State Facilities, Resources and Equipment

#### 2 A. Meeting Space and Facilities

3 The Employer's offices and facilities may be used by the Union to hold meetings, subject to  
4 the Agency's policy, availability of the space and with prior authorization of the Employer.  
5

#### 6 B. Supplies and Equipment

7 The Union and its membership will not use state-purchased supplies or equipment to  
8 conduct union business or representational activities. This does not preclude the use of the  
9 telephone for representational activities if there is no cost to the Employer, the call is brief  
10 in duration and it does not disrupt or distract from agency business.  
11

#### 12 C. E-mail, Fax Machines, the Internet, and Intranets

13 The Union and its members will not use state-owned or operated e-mail, fax machines, the  
14 Internet, or intranets to communicate with one another. Employees may use state operated  
15 e-mail to request union representation. However, shop representatives may use state  
16 owned/operated equipment to communicate with the Union and/or the Employer for the  
17 exclusive purpose of administration of this Agreement. Such use will:  
18

- 19 1. Result in little or no cost to the Employer;
- 20 2. Be brief in duration and frequency;
- 21 3. Not interfere with the performance of their official duties;
- 22 4. Not distract from the conduct of state business;
- 23 5. Not disrupt other state employees and will not obligate other employees to make a  
24 personal use of state resources; and
- 25 6. Not compromise the security or integrity of state information or software.  
26

27 The Union and its job representatives will not use the above-referenced state equipment for  
28 Union organizing, internal Union business, advocating for or against the Union in an  
29 election or any other purpose prohibited by the Executive Ethics Board. Communication

## **TENTATIVE AGREEMENT**

September 16, 2004

Page 4 of 5

that occurs over state-owned equipment is the property of the Employer and may be subject to public disclosure.

### **X.5 Bulletin Boards**

The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for union communication. In bargaining units where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union with adequate bulletin board space in convenient places. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethic laws, and identified as union literature. Union communications may not be posted in any other location in the agency.

### **X.6 Time Off for Union Activities**

A. Union-designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions. The employee's time off will not interfere with the operating needs of the agency as determined by management. If the absence is approved, the employees may use accumulated compensatory time, vacation leave, or personal holiday in accordance with Article X, Holidays instead of leave without pay. However, employees must use compensatory time prior to their use of vacation leave, unless the use would result in the loss of their vacation leave.

B. The Union will give the Employer a written list of the names of the employees it is requesting attend the above-listed activities, at least fourteen (14) calendar days prior to the activity.

### **X.7 Temporary Employment With the Union**

With thirty (30) calendar days notice, unless agreed otherwise, employees may be granted leave without pay to accept temporary employment with the Union of a specified duration, not to exceed six (6) months, provided the employee's time off will not interfere with the operating needs of the agency. The parties may agree to an extension of leave without pay up to an

**TENTATIVE AGREEMENT**

September 16, 2004

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additional six (6) months. The returning employee will be employed in a position in the same job classification and the same geographical area, as determined by the Employer.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

ARTICLE \_\_\_\_\_

**UNION - MANAGEMENT COMMUNICATION COMMITTEE**

**X.1 Purpose**

The Employer and the Union support the goal of a constructive and cooperative relationship.

A. A Statewide Master Agreement Committee will be established to discuss the administration of this Agreement.

B. Agency-level statewide Union-Management Communication Committees will be established to discuss and exchange agency specific information of a group nature and general interest to both parties.

**X.2 Committees**

**A. Statewide Master Agreement Committee**

The Statewide Master Agreement Committee will be composed of up to ten (10) employee representatives selected by the Union and up to ten (10) employer representatives. Additional staff of the Union and the OFM/LRO may also attend. Committee meetings shall be conducted at least every six (6) months unless otherwise agreed upon.

**B. Agency-wide Union Management Communication Committee**

Agency-wide committees shall consist of up to four (4) employer representatives and up to four (4) employee representatives. Additional paid staff of the Union may also attend. The Employer and the Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted quarterly, unless agreed otherwise.



**X.3 Participation**

A. The Union shall provide the Employer with the names of its committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of the employees.

B. Employees attending committee meetings during their work time shall have no loss in pay. Attendance at meetings during employee's non-work time will not be compensated for or considered as time worked. The Union is responsible for paying the travel and per diem expenses of employee representatives.

**X.4 Scope of Authority**

Committee meetings established under this Article will be used for discussions only, and the committee shall have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. The committees' activities and discussions shall not be subject to the grievance procedure in Article X.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

# **TENTATIVE AGREEMENT**

September 16, 2004

Page 1 of 3

## **ARTICLE \_\_\_\_\_**

### **UNION SECURITY**

#### **X.1 Union Dues**

When an employee provides written authorization to the Employer, the Union has the right to have deducted from the employee's salary, an amount equal to the fees or dues required to be a member of the Union. The Employer will provide payments for all said deductions to the Union at the Union's official headquarters each pay period.

#### **X.2 Notification to Employees**

The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive recognition and the union security provision. The Employer will furnish the employees appointed into bargaining unit positions with a dues authorization form.

#### **X.3 Union Security**

All employees covered by this Agreement, will as a condition of employment either become members of the Union and pay membership dues or, as non-members, pay a fee as described in A, B, and C below no later than the 30<sup>th</sup> day following the effective date of this Agreement or the beginning of their employment. If an employee fails to meet the conditions outlined below, the Union will notify the Employer and inform the employee that his or her employment may be terminated.

A. Employees who choose not to become union members must pay to the Union, no later than the 30<sup>th</sup> day following the beginning of employment, an agency shop fee equal to the amount required to be a member in good standing of the Union.

B. An employee who does not join the Union based on bona fide religious tenets, or teachings of a church or religious body of which they are members, shall make

## **TENTATIVE AGREEMENT**

September 16, 2004

Page 2 of 3

1 payments to the Union that are equal to its membership dues, less monthly union  
2 insurance premiums, if any. These payments will be used for purposes within the  
3 program of the Union that are in harmony with the employee's conscience. Such  
4 employees will not be members of the Union, but are entitled to all of the  
5 representational rights of union members.

6  
7 C. The Union shall establish a procedure that any employee who makes a request may  
8 pay a representation fee equal to a pro rata share of collective bargaining expenses,  
9 rather than the full membership fee.

10  
11 D. If an employee fails to meet the agency shop provision outlined above, the Union will  
12 notify the Employer and inform the employee that his or her employment may be  
13 terminated.

14  
15 **X. 4** The Employer agrees to deduct the membership dues, agency shop fee, non-association  
16 fee, or representation fee from the salary of employees who request such deduction in  
17 writing. Such request will be made on a Union payroll deduction authorization card.

### **X.5 Dues Cancellation**

18  
19 An employee may cancel his or her payroll deduction of dues by written notice to the  
20 Employer and the Union. The cancellation will become effective on the second payroll  
21 after receipt of the notice. However, the cancellation may cause the employee to be  
22 terminated, subject to X.3, above.

### **X.6 Status Reports**

23  
24  
25 A. Each month the Employer will provide the Union a report in an electronic format of  
26 the following data, if maintained by the Employer, for employees in the bargaining  
27 unit and those who enter or leave the bargaining unit or who start or stop deductions:

- 28 1. name  
29 2. mailing address  
30

# **TENTATIVE AGREEMENT**

September 16, 2004

Page 3 of 3

3. agency code

4. work location

5. classification code

6. bargaining unit code

B. Information provided pursuant to this Section will be maintained by the Union in confidence according to the law.

C. The Union will indemnify the Employer for any violations of employee privacy committed by the Union pursuant to this Section.

## **X.7 Indemnification**

The Employer shall be held harmless by the Union and employees for compliance with this Article and any issues related to the deduction of dues and fees.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

**TENTATIVE AGREEMENT**

August 31, 2004

Page 1 of 1

**USE OF STATE VEHICLES**

**Section 1.** Employees are responsible for providing their own transportation between their home and duty station or field site. However, the Employer may authorize an employee to take a state vehicle home, in accordance with OFM Regulations. The Employer understands and agrees to fulfill its collective bargaining responsibility in regards to this matter.

**Section 2.** Employees shall be notified upon hire of the necessity to use their personal vehicle for state business, if such use is on a regular/frequent basis. The Employer agrees to compensate employees in accordance with OFM Regulations for the use of their personal vehicle in the State's interest. Employees shall not be required to ride in another person's vehicle.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

# TENTATIVE AGREEMENT

September 8, 2004

Page 1 of 4

## ARTICLE \_\_\_\_\_

### VACATION LEAVE

X.1 Employees will retain and carry forward any eligible and unused vacation leave that was accrued prior to the effective date of this Agreement.

#### X.2 **Vacation Leave Credits**

After six (6) months of continuous state employment, full-time and part-time employees will be credited with the vacation leave they accrued during the previous six (6) months, according to the rate schedule and accrual eligibility below. Thereafter, full-time and part-time employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below.

#### X.3 **Vacation Leave Accrual**

Full-time employees will accrue vacation leave according to the rate schedule below under the following conditions:

A. The employee must be employed for fifteen (15) calendar days or more during the month.

B. Any leave without pay taken during the month will not be counted toward the fifteen qualifying (15) calendar days or more during the month.

C. Holidays for which the employee is otherwise eligible that fall within the qualifying fifteen (15) days count toward the minimum requirement.

D. Vacation leave credit for other than full-time employees will be computed and accrued in an amount proportionate to the time the employee is in pay status during the month to that required for full-time employment.

## TENTATIVE AGREEMENT

September 8, 2004

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### X.3 Vacation Leave Accrual Rate Schedule

Full Years of Service		Hours Per Year
During the first year of current continuous employment		Ninety-six (96)
During the second year of current continuous employment		One hundred four (104)
During the third and fourth years of current continuous employment		One hundred twelve (112)
During the fifth, sixth, and seventh years of current continuous employment		One hundred twenty (120)
During the eighth, ninth, and tenth years of total employment		One hundred twenty-eight (128)
During the eleventh year of total employment		One hundred thirty-six (136)
During the twelfth year of total employment		One hundred forty-four (144)
During the thirteenth year of total employment		One hundred fifty-two (152)
During the fourteenth year of total employment		One hundred sixty (160)
During the fifteenth year of total employment		One hundred sixty-eight (168)
During the sixteenth year of total employment and thereafter		One hundred seventy-six (176)

### X.4 Vacation Scheduling

A. Vacation leave will be charged in 1/10<sup>th</sup> of an hour increments.

B. When considering requests for vacation leave the employing agency shall give due regard to the needs of the employee but may require that leave be taken when it will least interfere with the work of the agency.

C. Vacation leave for religious observances may be granted to the extent agency or program requirements permit.

## **TENTATIVE AGREEMENT**

September 8, 2004

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D. Employees will not request or be authorized to take scheduled vacation leave if they do not have sufficient vacation leave credits to cover the absence.

### **X.5 Family Care**

Employees may use vacation leave for care of family members as required by the Family Care Act, Chapter 296-13 WAC.

### **X.6 Vacation Leave Maximum**

Employees may accumulate maximum vacation balances not to exceed two hundred forty (240) hours. However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

A. If an employee's request for vacation leave is denied by the Employer, and the employee is close to the vacation leave maximum, the agency may file an exception to the maximum with the Department of Personnel. If the agency files an exception, the employee's vacation leave maximum will be extended for each month that the Employer must defer the employee's request for vacation leave.

B. An employee may also accumulate vacation leave days in excess of two hundred forty (240) hours as long as the employee uses the excess balance prior to his or her anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date.

### **X.7 Separation**

Any employee, who resigns with adequate notice, retires, is laid-off, or is terminated by



**TENTATIVE AGREEMENT**

September 8, 2004

Page 4 of 4

the Employer, will be entitled to payment for vacation leave credits. In addition, the estate of a deceased employee will be entitled to payment for vacation leave credits.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

**ARTICLE \_\_\_\_\_**

**VOLUNTARY EMPLOYEE BENEFIT ACCOUNTS (VEBA)**

**X.1** The employer will provide to eligible employees covered by this agreement a medical expense plan that provides for reimbursement of medical expenses. Instead of cash out of sick leave at retirement the employer may deposit equivalent funds in a medical expense plan for eligible employees, as authorized by RCW 41.04.340. The medical expense plan must meet the requirements of the Internal Revenue Code.

**X.2** As a condition of participation, the medical expense plan provided shall require that each covered eligible employee sign an agreement with the employer. The agreement shall include the following provisions.

A. A provision to hold the employer harmless should the United States government find that the employer or the employee is indebted to the United States as a result of:

1. The employee not paying income taxes due on the equivalent funds placed into the plan, or
2. The employer not withholding or deducting a tax, assessment, or other payment on funds placed into the plan as required by federal law.

B. A provision to require each covered eligible employee to forfeit remuneration for accrued sick leave at retirement if the employee is covered by a medical expense plan and the employee refuses to sign the required agreement.

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2  
3  
4  
5  
6  
7  
8  
9

**ARTICLE \_\_\_\_\_**

**ARTICLE VOLUNTARY EMPLOYEE BENEFIT ACCOUNTS (VEBA)**

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle                      Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey                      Date  
Chief Negotiator

ARTICLE \_\_\_\_\_

**WILD FIRE SUPPRESSION AND OTHER EMERGENCY DUTY**

X.1 The provisions of this article apply to Department of Natural Resources (DNR) employees when performing wild fire suppression or other emergency duties under the incident command system.

**X.2. Fire Season Work Schedules**

While the state's fire season is in effect, work schedules for wild fire suppression personnel may be assigned that are other than Monday through Friday and 8:00 AM to 4:30 PM. Such fire season schedules shall provide for equitable rotation if requested by a majority of the affected employees.

X.3 For those employees whose permanent or temporary duty station is a correctional facility, DNR shall establish by April 15 each year a priority list for assigning overtime when assignments are not determined by closest forces. Employees may request to drop to the bottom of such priority list for a specified length of time with reasonable notice to their first-line management supervisor. The priority list shall be posted in a place visible to employees.

**X.4 Rotational Fire Duty Standby**

While the state's fire season is in effect, separate rotational standby schedules may be established for incident command system positions of Division Supervisor, Task Force Leader, and Resource Boss. If established, the rotational schedules would be posted in region and division offices and updated weekly. Actual rotation would not begin or continue except as authorized by the Employer. The Employer will make pagers or similar communication devices available to employees if on rotational standby for deployment as a Division Supervisor, Task Force Leader, or Resource Boss.

**X.5 Agreement Applies to All Deployments**

- A. Wild fire suppression working conditions as specified in this Agreement are considered usual and customary in any wild fire suppression operation to which the Employer has deployed employees.
- B. On interagency fires, DNR shall designate a knowledgeable agency representative or contact to ensure compliance with provisions of this agreement.

**X.6 Length of Deployment**

- A. The Employer retains sole authority to dispatch employees to fires even when dispatched to inter-agency fires.
- B. If not released from wild fire suppression duty by the tenth (10<sup>th</sup>) consecutive day following deployment away from their duty station, employees will be scheduled for rest and recuperation and unavailable for work assignments for twenty-four (24) hours. The rest and recuperation period is intended to occur no later than the fourteenth (14<sup>th</sup>) consecutive calendar day. Up to forty-eight (48) hours of travel to and up to forty-eight (48) hours of travel from the fire incident are excluded in calculating ten (10) consecutive days. During a rest and recuperation period, the employee will be paid eight (8) hours miscellaneous leave (ten (10) hours miscellaneous leave for an employee on a 4-10 schedule). Rest and recuperation leave is paid at the employee's straight time hourly rate.
- C. When a rest and recuperation period as discussed above does not occur because of scheduling considerations before release from fire suppression duty away from an employee's duty station, the employee ~~may~~ shall take rest and recuperation miscellaneous leave on the first calendar day after returning from fire duty to the employee's regular duty station.

1           D.     Deployment beyond fourteen (14) consecutive days requires mutual  
2                agreement of the employee's Region/Division Manager, the DNR  
3                Resource Protection Division Manager, and the employee. Approval to  
4                extend fire duty deployment beyond fourteen (14) consecutive calendar  
5                days shall include provision for scheduling a rest and recuperation period  
6                if not already taken at the earliest opportunity consistent with safety and  
7                scheduling considerations.

8

9   X.7   **Normal Rest Periods**

10           When an employee is deployed under the incident command system to wild fire  
11           suppression duty, it is normally appropriate to grant a reasonable rest period after  
12           twelve (12) hours of fire line duty. Except when precluded by extraordinary  
13           circumstances, a rest period is eight (8) or more continuous duty/travel free hours.

14

15   X.8   **Fit for Duty**

16           As in all other instances, employees while deployed to wild fire suppression  
17           and/or other emergency duty under the incident command system are responsible  
18           within their means to be physically able to resume their duties at the start of each  
19           work shift.

20

21   X.9   **Fire Camp**

22           A.     DNR employees are not required to remain in wild fire base camp during  
23                off duty hours.

24

25           B.     When a wild fire suppression base camp is established for overnight  
26                operation and one-way travel to the nearest community does not  
27                unreasonably exceed one (1) hour, the Employer will, except when  
28                precluded by extraordinary circumstances, provide for round trip  
29                transportation to the nearest community for employees who are off duty.

30

31   X.10   **Laundry Services**

32           After five (5) consecutive calendar days away from their duty station, employees

1 deployed to emergency duty under the incident command system shall be entitled  
2 to laundry services until released from emergency duty. If contracted laundry  
3 services are not provided, employees shall be reimbursed for laundry costs  
4 incurred pursuant to Office of Financial Management, State Administrative and  
5 Accounting Manual, Sub-section 10.60.10.

6  
7 **X.11 Return to Normal Duties**

8 A. Upon return to normal duties following release from extended emergency  
9 duty under the incident command system, the Employer will provide work  
10 for an employee during regular scheduled hours if there is work that the  
11 employee can perform safely and productively. If in the immediate  
12 supervisor's judgment, there is not work that the employee can safely and  
13 productively perform, the immediate supervisor will direct the employee  
14 to go off duty and will notify the employee when scheduled to return to  
15 duty. If an employee is directed to rest at the duty station, the directed rest  
16 time at the duty station is duty time.

17  
18 B. If an employee returning from extended emergency duty under the  
19 incident command system is directed to go off duty or desires to go off  
20 duty, the employee may request to be allowed to delay the start of their  
21 normal schedule of regular hours and to make up regular shift hours  
22 during the remainder of the workday or during the remainder of the  
23 workweek without incurring overtime. The Employer will within reason  
24 approve such employee requests. The Union acknowledges there may be  
25 circumstances that preclude approving a request. When regular hours are  
26 made up during the remainder of the workday or during the remainder of  
27 the workweek, the regular hours are paid at the straight time rate. If an  
28 employee returning from extended emergency duty under the incident  
29 command system requests to use accrued vacation leave, the Employer  
30 will within reason approve the employee request.

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**X.12 Meals**

A. When fire safety requires employees to remain at a fire site for a period which extends three (3) or more hours beyond their normal eight (8) hour work shift, each employee is entitled to a nutritious meal and to an additional meal for every four (4) hours of continuous work thereafter.

B. In emergency situations, on short notice, when an employee is required to report for duty three (3) or more hours prior to their normal workshift, each employee is entitled to a nutritious meal.

C. Meal delivery requirements may be flexible to facilitate a hot or a better quality meal at a camp or restaurant (in lieu of a cold lunch) at the option of a majority of the employees involved.

**X.13 Sleeping Bags**

On a project fire, each employee who remains at the site shall be provided a sleeping bag and a sleeping pad of good quality.

**X.14 Inclement Weather Facilities**

On a project fire during inclement weather, reasonably warm and dry facilities will be provided as soon as possible for eating and sleeping.

**X.15 Shower Facilities**

On a project fire, shower facilities including soap shall be made available as soon as possible except when precluded by extraordinary circumstances.

For the Union:

For the Employer:

\_\_\_\_\_  
Leslie Liddle Date  
Chief Negotiator

\_\_\_\_\_  
Caroline Lacey Date  
Chief Negotiator